CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JUNE 17, 2024
5:00 PM

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JOSH STEVENSON

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 20, 2024, THE TAX INCREMENT FINANCING BOARD #7 MEETING OF MAY 20, 2024, AND THE REGULAR CITY COUNCIL MEETING OF JUNE 3, 2024.

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6731

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 2.11 acres being a part of the Samuel Blagg Survey, Abstract No. 56 and being Lot 2 in Block 1 of Travelers Inn Addition, City Of Sherman, Grayson County, Texas, Located At 401 South Sam Rayburn Freeway, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Commercial) District Zoning Classification, Haresh Surti (Owner) and Sartin & Associates, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6732

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Hotel Or Motel In A C-1 (Retail Business) District/Sam Rayburn Overlay District., Located At 401 South Sam Rayburn Freeway, Consisting Of 2.11 Acres Being A Part Of The Samuel Blagg Survey, Abstract No. 56 And Being Lot 2 In Block 1 Of Travelers Inn Addition, City Of Sherman, Grayson County, Texas Haresh Surti (Owner) And Sartin & Associates, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

D.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6733**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting of 6.68 Acres Being A Part Of The Preston Kitchens Survey, Abstract No. 667, City Of Sherman, Grayson County, Texas, Located In The 2400-2500 Blocks South East Street, Heretofore Zoned R-5 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Three Oaks Development Construction Company (Owner) and Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

D.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6734**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 13.627 acres in the W.S. Thurman Survey, Abstract No. 1265 and in A.C. Smith Survey, Abstract No. 1561, City Of Sherman, Grayson County, Texas, Located In The 7000 Block FM 691 and the 4000 Block North Highway 75, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The MF-30 (Multi Family Residential) District Zoning Classification, Christopher LeUnes (Owner), Nathan McCartney, Waypoint Land and Capital, LLC (Representative) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6735**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 27.101 Acres In The W.S. Thurman Survey, Abstract No. 1265 And In A.C. Smith Survey, Abstract No. 1561, City Of Sherman, Grayson County, Texas, Located In The 7000 Block FM 691 And The 4000 Block North Highway 75, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Christopher LeUnes (Owner), Nathan McCartney, Waypoint Land And Capital, LLC (Representative) And Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

D.6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6736**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.172 acres being Lots 1, 2, 3, 4, 5 and 6, Block 9 of G.W. Bond’s Second Addition, City Of Sherman, Grayson County, Texas, Located In The 516 Block East Pacific Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Allen Sheehan (Owner), Sarah Sheehan (Representative) and Barry Rhodes, RPLS (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6737**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Tattoo Studio in a C-2 (General Commercial) District/Central Business District Overlay, Located At 125 East Wall Street, Consisting Of 0.031 acres being in the J.B. McAnair Survey, Abstract No. 763 and being part of Lot 7 in Block D of the T.J. Shannon Supplement, City Of Sherman, Grayson County, Texas Madelyn Greenwood and Olga Kladova, Bold & Beauty, LLC (Owners), Tommy Juarez (Applicant) and Preston Trail Land Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

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D.8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6738**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.214 acres being a part of the Samuel Blagg Survey, Abstract No. 56 and being the East ½ of Lot 8, Block 7 of the B.H. Moore Heirs Addition, City Of Sherman, Grayson County, Texas, Located At 303 West Steadman Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, NRG Investments, LLC (Owner), Veronica Garcia (Representative) and Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

D.9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6739**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile, Motorcycle, Boat, or Trailer Sales, New or Used in a C-1 (Retail Business) District, Located At 1309 West Houston Street, being Lot Two (2) of the Replat of the South Ten Feet of Lot Three, and all of Lots Five, Seven, Nine and Eleven, Block Two, Green Mount Addition, City Of Sherman, Grayson County, Texas Blake Andrews (Owner), S & G Auto Sales (Applicant) and Sartin & Associate, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6740**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 4.38 acres being Lot 2, Block 1 of the Palabra de Fe de Sherman Addition, City Of Sherman, Grayson County, Texas, Located At 601 North Harrison Avenue, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Palabra de Fe (Owner), Valentin Salinas (Representative) and Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

D.11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6741**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile, Motorcycle, Boat, Or Trailer Sales, New Or Used, In A C-2 (General Commercial) District/Blalock Commercial Overlay District, Located At 3111 South Travis Street, Consisting of 0.47 acres being Lot 1, Block 1 of the Bryan Luckett Addition, City Of Sherman, Grayson County, Texas Bryan Luckett (Owner), Gregory Carson (Applicant) and Andrews & Sartin Surveying Company (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.12. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6742**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.172 acres being a part of the Samuel Blagg Survey, Abstract No. 56 and being all of the 50 feet by 150 feet tract of land, City Of Sherman, Grayson County, Texas, Located At 514 South Branch Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Salvador Rubel Lopez (Owner), Mario Tobar (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

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D.13. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6743**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being Lot 3-R Consisting of 0.785 acres being a part of the J.B. McAnair Survey, Abstract No. 763 being all of Lots 3, 4 and 5 and a part of Block 2 of Birge's Addition, City Of Sherman, Grayson County, Texas, Located At 710 West Birge Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-12 (Single Family Residential) District Zoning Classification, Rafael Rodriguez Azevedo (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.14. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6744**

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.07 (Signs), Section 14.08.001 (Definitions), Article 14.10 (Use Chart); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To Signs; Prohibiting New Billboard Signs; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

D.15. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6745**

Abandoning a 0.188 acre portion of a 45' Wide Waterline Easement in the City of Sherman, Grayson County, Texas, said Easement being established in Instrument Number 2023-20602 of the Real Property Records of Grayson County, Texas; Authorizing the City Manager to execute a Release and Abandonment of Easement; Finding and Determining that the meeting at which this Ordinance is passed was noticed and is open to the public as required by law.

Close Public Hearing and Consider Adoption of Ordinances

E.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6731, 6732, 6733, 6734, 6735, 6736, 6737, 6738, 6739, 6740, 6741, 6742, 6743, 6744 & 6745.

Resolutions

F.1. **RESOLUTION NO. 7319**

Authorizing Execution of the First Amended and Restated Second TIRZ #3 Reimbursement and Development Agreement with Aspire Two, LLC for Reimbursement of the Construction of Public Infrastructure and Private Improvements within Sherman Tax Increment Reinvestment Zone, Number Three (#3) in the City of Sherman

F.2. **RESOLUTION NO. 7320**

Authorizing the Execution of an Economic Development Program Agreement with TEKMAK Sherman Hotel, LP for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for the Construction of a Hotel and Conference Center Located at 2708 North Cornerstone Drive

F.3. **** RESOLUTION NO. 7321***

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Design of the Sherman Crossroads Aston Drive Paving, Drainage and Utility Improvements

F.4. **** RESOLUTION NO. 7322***

Authorizing the Purchase of Two Ambulance Boxes from Frazer, LTD through BuyBoard

F.5. **** RESOLUTION NO. 7323***

Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel-Motel Occupancy Tax

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F.6. **** RESOLUTION NO. 7324***

Approving the Greater Texoma Utility Authority's Intention to Contract with WWaterTech, Inc., for the PolyChem Chain and Flight Sludge Collection System Replacement Materials, Installation and Services

F.7. **** RESOLUTION NO. 7325***

Authorizing Execution of an Agreement with House of Eli, Inc. under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 125 N. Travis Street

F.8. ****RESOLUTION NO. 7326***

Awarding a Bid to and Authorizing Execution of a Contract with Knapheide Truck Equipment for the Purchase and Installation of a Utility Bed for a 2024 Dodge Ram 3500

Other Business

G.1. **OTHER BUSINESS**

Determination of Joiner Ranch Planned Development for fewer than 200 Acres

G.2. **** OTHER BUSINESS***

Accept Annual Audit Report for Year Ended September 30, 2023, from Pattillo, Brown and Hill, LLP

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

I.1. **TEX. GOV'T CODE § 551.071**

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

Receive legal advice regarding substandard structures and other code enforcement matters

I.2. **TEX. GOV.'T CODE § 551.072**

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

I.3. **TEX. GOV'T CODE § 551.073**

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

I.4. **TEX. GOV'T CODE § 551.074**

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

I.5. **TEX. GOV'T CODE § 551.076**

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

I.6. **TEX. GOV'T CODE § 551.087**

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

Project Safari

I.7. **TEX. GOV'T CODE § 551.089**

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

COUNCIL CALENDAR

K.1. **COUNCIL CALENDAR**

2024 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday. June 14, 2024 at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 14th day of June 2024. City of Sherman, Texas

_____

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of “Citizens Requests”, “Media Questions”, and “Council Concerns” may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
David Plyler	Shawn C. Teamann	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Daron Holland, Council – District #4

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STATE OF TEXAS §

May 20, 2024

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on May 20, 2024.

MEMBERS PRESENT: **MAYOR DAVID PLYLER; DEPUTY MAYOR SHAWN TEAMANN. COUNCIL MEMBERS DOBBS, HOLLAND, HOWETH, MARROQUIN, STEVENSON.**

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

Mayor Plyler called the meeting to order at 5:04 p.m. The Pledge of Allegiance and Invocation were led by Mayor David Plyler.

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of May 6, 2024. Council Member Dobbs moved to approve the Minutes, as presented; Second by Deputy Mayor Teamann; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS — **CITIZEN'S COMMENTS**

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately.

The Council reviewed the Consent Agenda. Council Member Howeth moved to approve the Consent Agenda, as presented. Second by Deputy Mayor Teamann. All present voted AYE.

SPECIAL PRESENTATION
TO PRESENT COMMUNICATIONS OFFICER ARTHUR COKER, PATROL OFFICER CHRISTIAN ERICKSEN, AND PATROL OFFICER CALEB BURKE WITH LIFE SAVING AWARDS — **LIFE SAVING AWARDS**

Jason Jeffcoat, Police Chief, recognized several members of the Police Department with Life Saving Awards.

Arthur Coker, Communications Officer, received the 911 call when citizen Karen Tooley went into cardiac arrest. He initiated the nursing protocol and directed the caller how to perform CPR. He helped maintain the patient until Paramedics arrived on the scene to transport her.

Chief Jeffcoat also presented the award to Caleb Burke, Patrol Officer, and Christian Ericksen, Patrol Officer. The officers were dispatched to a patient that had experienced a cocaine overdose. Both officers performed CPR on the patient and administered

Narcan to the patient. Because of their actions, the patient survived the emergency.

PROCLAMATION

"MOTORCYCLE SAFETY AWARENESS MONTH" - MAY 2024

MOTORCYCLE SAFETY AWARENESS MONTH (MAY 2024)

Mayor Plyler presented a proclamation designating "Motorcycle Safety Awareness Month," to Shane Gaston, Texoma ABATE Secretary.

"CHILDREN'S CHORUS OF GREATER NORTH TEXAS" - 20TH ANNIVERSARY

CHILDREN'S CHORUS OF GREATER NORTH TEXAS - 20TH ANNIVERSARY

Council Member Howeth presented a proclamation recognizing the "Children's Chorus of Greater North Texas," to Susan Snyder Marum, President of the Children's Chorus of Greater North Texas.

Mayor Plyler introduced Ordinance No. 6717 and called for a public hearing:

ORD 6717 AMEND PROJECT & FINANCING PLAN TIRZ #7

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AN AMENDED PROJECT AND FINANCING PLAN FOR SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN, CITY OF SHERMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mary Lawrence, Chief Financial Officer, said this is the amended Project and Financing Plan for TIRZ #7, that was recommended by the TIRZ Board. This is also a companion to Item H-2, Resolution 7301, which is an amended Master Development Agreement.

No citizens appeared before the City Council to discuss Ordinance No. 6717.

Mayor Plyler introduced Ordinance No. 6718 and called for a public hearing:

ORD 6718 ZONE CHANGE (923 E. JONES ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING IN BLOCK 1, LOTS 27, 28, 29 AND 30 OF HM SUMNERS 2ND ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 923 EAST JONES STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, JOSE TOBAR (OWNER), DIEGO TOBAR (REPRESENTATIVE) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Director of Development Services, said this is a zone change for the owner to construct two single-family homes. The Planning and Zoning Commission recommended approval of the zone change.

Diego Tobar, appeared representing the request, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6718.

Mayor Plyler introduced Ordinance No. 6719 and called for a public hearing:

ORD 6719 SUP FOR SMOKE SHOP (4520 TEXOMA PKWY)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SMOKE SHOP IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4520 TEXOMA PARKWAY SUITES M & N, BEING A PART OF THE W.M. PATTERSON SURVEY, ABSTRACT NO. 503, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS TEXOMA SOUTH DEVELOPMENT CORPORATION (OWNER), VAPOR MAVEN TX, LLC (REPRESENTATIVE) AND COPLEY LAND SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said the Specific Use Permit if for a smoke shop. The Planning and Zoning Commission recommended approval of the SUP, but the staff recommended that it be denied. It does meet the minimum requirements that were recently approved, and it is not within 1,000 feet of another smoke shop. He showed a map of all smoke shops that are currently in the City, highlighting the designated "buffer zone."

<u>Alexandra Woodard, 2045 Chief Street, Bryan, Texas</u>
Ms. Woodard, appeared representing Vapor Maven TX, LLC, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6719.

Mayor Plyler asked that the caption of Ordinance Nos. 6720 and 6721 be read together.

ORD 6720 ZONE CHANGE (3400 BLOCK OF W. HOUSTON ST)

Mayor Plyler introduced Ordinance No. 6720 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 13.982 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING A PORTION OF A CALLED 28.989 ACRE TRACT IN THE FM 1417 OVERLAY DISTRICT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3400 BLOCK WEST HOUSTON STREET, HERETOFORE ZONED C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, HARVEST TIME ASSEMBLY OF GOD CHURCH (OWNER), SHAY GEACH, P.E. (REPRESENTATIVE) AND KIMLEY HORN

(SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6721 SUP FOR SINGLE FAMILY FOR RENT (3400 BLOCK OF W. HOUSTON ST)

Mayor Plyler introduced Ordinance No. 6721 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A DWELLING, SINGLE-FAMILY FOR RENT (BUILD-TO-RENT) IN A MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 3400 BLOCK WEST HOUSTON STREET, CONSISTING OF 13.982 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING A PORTION OF A CALLED 28.989 ACRE TRACT IN THE FM 1417 OVERLAY DISTRICT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS HARVEST TIME ASSEMBLY OF GOD CHURCH (OWNER), SHAY GEACH, P.E. (REPRESENTATIVE) AND KIMLEY HORN (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said Ordinance 6720 is a zone change from C-2 to MF-15, to construct a senior living, multi-family development, to include 84 units. Because a number of the units fall under the "build-to-rent" category, it would require a SUP for build-to-rent, Ordinance 6721. The development would include duplexes and four-plexes, that are defined under the new ordinance as build-to-rent.

He said the highest, and best use for this corner, at FM 1417 and SH 56, would be commercial, however because of the overpass, the property is "access limited." Therefore, multi-family is an appropriate use for the property.

The owner has requested that the development be senior living. The staff would ask that, if approved, the property be "deed restricted" to include the age restriction of 55+. The Planning and Zoning Commission recommended approval of the zone change and the SUP.

<u>Shay Geach, Engineer, Kimley-Horn, 2600 N. Central Expressway, Richardson, Texas</u>
Ms. Geach appeared representing the owner of the property, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6720 and 6721.

ORD 6722 SUP FOR VETERINARIAN, ANIMAL HOSPITAL, POUND OR SHELTER (5444 TEXOMA PKWY)

Mayor Plyler introduced Ordinance No. 6722 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A VETERINARIAN, ANIMAL HOSPITAL, POUND OR SHELTER,

INDOOR OR OUTDOOR KENNELS IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 5444 TEXOMA PARKWAY, BEING LOT 3 OF BARNES/KIRKPATRICK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS NATHAN GILL (OWNER), WILL KNOBLER (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING, LLC (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this is a SUP for animal boarding. The business is currently operating in this location, but would like to expand into the adjacent unit. They also have outdoor kennels, which require a SUP by the Zoning Ordinance. The Planning and Zoning Commission and the staff recommend approval.

<u>Nathan Gill, 2616 Brookhollow Street, Sherman, Texas</u>
Mr. Gill was the owner, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6722.

ORD 6723 ANNEXATION (THREE OAKS, SECTION 4)

Mayor Plyler introduced Ordinance No. 6723 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 2.02 ACRES OF LAND LOCATED NORTH OF POST OAK CREEK AND SOUTH OF THREE OAKS, PHASE II, AND WEST OF THREE OAKS PHASE III ROAD ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Wayne Lee, Director of Engineering, said the developer has requested annexation for a future phase of his development. The staff recommends approval of the request.

<u>Kirk Allen, Developer</u>
Mr. Allen was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6723.

Mayor Plyler asked that the caption of Ordinance Nos. 6724, 6725, and 6726 be read together.

ORD 6724 ABANDON ROW (TERRA PERPETUA)

Mayor Plyler introduced Ordinance No. 6724 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF RIGHT OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, SAID RIGHT OF WAY BEING ESTABLISHED IN INSTRUMENT NUMBER 2022-55 OF PLAT RECORDS OF GRAYSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED CONVEYING THE SAME TO TERRA PERPETUA, LLC, THE ADJOINING PROPERTY OWNER.

Mayor Plyler introduced Ordinance No. 6725 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF ONE (1) FIFTEEN-FOOT (15') WIDE SANITARY SEWER EASEMENT LOCATED IN LOT 2-HOA, BLOCK F OF REPLAT BEL-AIR VILLAGE, PHASE 1, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH SANITARY SEWER EASEMENT IS ESTABLISHED IN INSTRUMENT NO. 2022-55 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS.

ORD 6725 ABANDON SANITARY SEWER EASEMENT (BEL AIR VILLAGE)

Mayor Plyler introduced Ordinance No. 6726 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING ONE (1) 3.728 ACRE DETENTION EASEMENT LOCATED IN LOT 2-HOA, BLOCK F OF REPLAT BEL-AIR VILLAGE, PHASE 1, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH DETENTION EASEMENT IS ESTABLISHED IN INSTRUMENT NO. 2022-55 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS.

ORD 6726 ABANDON DETENTION EASEMENT (BEL AIR VILLAGE)

Mr. Lee said these three ordinances were a part of the Bel Air Village amenities in Phase 1. As the design progressed in Phase 2, changes were made, and this right-of-way and easements were no longer needed for the project. The staff recommended approval of the abandonments.

No citizens appeared before the City Council to discuss Ordinance Nos. 6724, 6725, and 6726.

Mayor Plyler introduced Ordinance No. 6727 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING TWO (2) PLATTED ALLEYS IN THE CITY OF SHERMAN, GRAYSON

ORD 6727 ABANDON PLATTED ALLEYS (BETWEEN MOORE & STEADMAN STS)

COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID ALLEY BEING ESTABLISHED IN VOLUME 203, PAGE 326 OF DEED RECORDS OF GRAYSON COUNTY, TEXAS.

Mr. Lee said these two alleys were north of Steadman Street, but were never developed. The staff recommends abandoning these easements and incorporating them into the backyards of the newly platted lots.

No citizens appeared before the City Council to discuss Ordinance No. 6727.

The Public Hearing was closed.

Ordinance 6717 — **ORD 6717 AMEND PROJECT & FINANCING PLAN TIRZ #7**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AN AMENDED PROJECT AND FINANCING PLAN FOR SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN, CITY OF SHERMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6718 — **ORD 6718 ZONE CHANGE (923 E. JONES ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING IN BLOCK 1, LOTS 27, 28, 29 AND 30 OF HM SUMNERS 2ND ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 923 EAST JONES STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, JOSE TOBAR (OWNER), DIEGO TOBAR (REPRESENTATIVE) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Dobbs to approve Ordinance Nos. 6717 and 6718, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6719 — **ORD 6719 SUP FOR SMOKE SHOP (4520 TEXOMA PKWY) DENIED**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SMOKE SHOP IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4520

TEXOMA PARKWAY SUITES M & N, BEING A PART OF THE W.M. PATTERSON SURVEY, ABSTRACT NO. 503, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS TEXOMA SOUTH DEVELOPMENT CORPORATION (OWNER), VAPOR MAVEN TX, LLC (REPRESENTATIVE) AND COPLEY LAND SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Deputy Mayor Teamann asked why the staff recommended denial of this ordinance. Mr. Rae said because they have had a lot of these requests and have heard from Council in the past that it is an undesirable use. This request is adjacent to a tattoo shop and another sexually oriented business, and there are already a number of smoke shops on Texoma Parkway.

ACTION TAKEN.

Motion by Council Member Dobbs to deny Ordinance No. 6719, as presented. Second by Council Member Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED TO DENY.

Ordinance 6720 — **ORD 6720 ZONE CHANGE (3400 BLOCK OF W. HOUSTON ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 13.982 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING A PORTION OF A CALLED 28.989 ACRE TRACT IN THE FM 1417 OVERLAY DISTRICT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3400 BLOCK WEST HOUSTON STREET, HERETOFORE ZONED C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, HARVEST TIME ASSEMBLY OF GOD CHURCH (OWNER), SHAY GEACH, P.E. (REPRESENTATIVE) AND KIMLEY HORN (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6721 — **ORD 6721 SUP FOR SINGLE FAMILY FOR RENT (3400 BLOCK OF W. HOUSTON ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A DWELLING, SINGLE-FAMILY FOR RENT (BUILD-TO-RENT) IN A MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 3400 BLOCK WEST HOUSTON STREET, CONSISTING OF 13.982 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING A PORTION OF A CALLED 28.989 ACRE TRACT IN THE FM 1417 OVERLAY DISTRICT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS HARVEST TIME ASSEMBLY OF GOD CHURCH (OWNER), SHAY GEACH, P.E. (REPRESENTATIVE) AND KIMLEY HORN

(SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Council Member Holland asked about the possibility of changing the overpass. Mr. Rae said if the overpass was removed and the intersection was "at grade," it would be much better for commercial use. With the overpass, the access to that tract of land would need to be so far back, that it's not viable for commercial use. Robby Hefton, City Manager, said the Texas Department of Transportation has said that overpass will not be removed.

Council Member Stevenson verified that the senior living requirement would be assured through a deed restriction. Deputy Mayor Teamann asked if they could also deed restrict the development to one story.

Ryan Pittman, City Attorney, said the applicant could address that request. He explained the two parts of the request, the zone change and the SUP.

Ms. Geach said they would be willing to add a deed restriction to provide for a one-story development.

Council Member Marroquin asked how parking would be handled. Mr. Rae said parking would be from SH 56, and would align with Ridgeview Road. With "senior living," less trips are generated. An emergency access point is also provided in the plan.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance Nos. 6720 and 6721, with the condition that on Ordinance 6721, it would be subject to the applicant preparing and obtaining approval by the City's Director of Development Services, of a deed restriction limiting use of the property for age restricted residential, meaning 55 and older, and the building height of no more than one story, said deed restriction being imposed on property prior to issuance of any building permits on the property. Second by Deputy Mayor Teamann.

VOTING AYE: Plyler, Holland, Howeth, Teamann.
VOTING NAY: Dobbs, Marroquin, Stevenson,
MOTION CARRIED.

Ordinance 6722

ORD 6722 SUP FOR VETERINARIAN, ANIMAL HOSPITAL, POUND OR SHELTER (5444 TEXOMA PKWY)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A VETERINARIAN, ANIMAL HOSPITAL, POUND OR SHELTER, INDOOR OR OUTDOOR KENNELS IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 5444 TEXOMA PARKWAY, BEING LOT 3 OF BARNES/KIRKPATRICK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS NATHAN GILL (OWNER), WILL KNOBLER (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING, LLC (SURVEYOR); PRESCRIBING

CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Council Member Stevenson asked who would inspect this facility. Mr. Rae said they would inspect the building when they request a Certificate of Occupancy or get any building permits. However they don't inspect the health of the animals.

Ordinance 6723 — **ORD 6723 ANNEXATION (THREE OAKS, SECTION 4)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 2.02 ACRES OF LAND LOCATED NORTH OF POST OAK CREEK AND SOUTH OF THREE OAKS, PHASE II, AND WEST OF THREE OAKS PHASE III ROAD ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance Nos. 6722 and 6723, as presented. Second by Council Member Dobbs.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6724 — **ORD 6724 ABANDON ROW (TERRA PERPETUA)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF RIGHT OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, SAID RIGHT OF WAY BEING ESTABLISHED IN INSTRUMENT NUMBER 2022-55 OF PLAT RECORDS OF GRAYSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED CONVEYING THE SAME TO TERRA PERPETUA, LLC, THE ADJOINING PROPERTY OWNER.

Ordinance 6725 — **ORD 6725 ABANDON SANITARY SEWER EASEMENT (BEL AIR VILLAGE)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF ONE (1) FIFTEEN-FOOT (15') WIDE SANITARY SEWER EASEMENT

LOCATED IN LOT 2-HOA, BLOCK F OF REPLAT BEL-AIR VILLAGE, PHASE 1, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH SANITARY SEWER EASEMENT IS ESTABLISHED IN INSTRUMENT NO. 2022-55 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS.

Ordinance 6726 — **ORD 6726 ABANDON DETENTION EASEMENT (BEL AIR VILLAGE)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING ONE (1) 3.728 ACRE DETENTION EASEMENT LOCATED IN LOT 2-HOA, BLOCK F OF REPLAT BEL-AIR VILLAGE, PHASE 1, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH DETENTION EASEMENT IS ESTABLISHED IN INSTRUMENT NO. 2022-55 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance Nos. 6724, 6725, and 6726, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6727 — **ORD 6727 ABANDON PLATTED ALLEYS (BETWEEN MOORE & STEADMAN STS)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING TWO (2) PLATTED ALLEYS IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID ALLEY BEING ESTABLISHED IN VOLUME 203, PAGE 326 OF DEED RECORDS OF GRAYSON COUNTY, TEXAS.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance No. 6727, as presented. Second by Council Member Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7300 — **RES 7300 PARKS & REC DIRECTOR**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE EMPLOYMENT OF THE SHERMAN PARKS AND RECREATION DEPARTMENT'S PARKS AND RECREATION DIRECTOR.

Mr. Hefton said the City Charter requires that the City Council confirm any appointments that the City Manager makes to a director position. He recommended Justin Eastwood be appointed as Parks and Recreation Director. Mr. Eastwood will begin employment with the City in mid-June.

ACTION TAKEN.

Motion by Council Member Holland to approve Resolution No. 7300, confirming the City Manager's appointment of a Parks and Recreation Director, as presented. Second by Council Member Dobbs.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7301 — **RES 7301 THIRD AMENDMENT BEL AIR VILLAGE MASTER DEV AGREEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO THE BEL AIR VILLAGE MASTER DEVELOPMENT AGREEMENT WITH TERRA PERPETUA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AMENDING THE TERMS AND CONDITIONS OF THE BEL AIR VILLAGE MASTER DEVELOPMENT AGREEMENT DATED DECEMBER 18, 2020 AND APPROVED BY RESOLUTION NO. 6676.

Mr. Hefton said this is the third amendment to the Bel Air Village Master Development Agreement, and is related to the Finance Plan. It extends the date that the developer reimbursements start to January 2030, assuming he makes the Phase 2 improvements that are still required to be met.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution No. 7301, as presented. Second by Council Member Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7302 — **RES 7302 USE OF VETERANS FIELD**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AMENDED LICENSE AGREEMENT WITH SHERMAN SPORTS AND ENTERTAINMENT, LLC, FOR THE USE OF VETERANS FIELD.

Ryan Pittman, City Attorney, said the Council previously heard a request from Sherman F&B, LLC, to allow for the sale of mixed beverages at Veterans Field. Previously the Council granted a license agreement with Sherman Sports and Entertainment, LLC, which is a separate entity.

Both entities are under common ownership, but in order to allow Sherman F&B to sell mixed beverages at this location, the original license agreement with Sherman Sports and Entertainment must be amended, to allow for the sublicense.

Mr. Pittman said there are some requirements on the sale of these mixed beverages, that the Council had previously discussed. These include that any sales of liquor or mixed beverages must be done through a frozen drink machine.

Council Member Howeth asked if children would be restricted from the area. Mr. Pittman said this was not included in the restrictions. A representative of Sherman F&B said they are restricting children from entering the beer garden, unless they are accompanied by a parent. It also said alcohol must be in the fenced area of the ballpark and not taken outside that designated area.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 7302, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
ABSTAIN: Teamann.
MOTION CARRIED.

RESOLUTION NO. 7303 — **RES 7303 STREET & UTILITY AGREEMENT WITH SISD**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A STREET AND UTILITY AGREEMENT BETWEEN THE CITY OF SHERMAN AND SHERMAN INDEPENDENT SCHOOL DISTRICT FOR DESIGN AND CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE RELATED TO LONE STAR PARKWAY AND HERITAGE RANCH TRAIL.

Mr. Hefton said this agreement is for the City to work with the developer and the Sherman Independent School District, to construct road improvements along Lone Star Parkway and Heritage Ranch Road. He outlined the City's commitment to the project, which will cost about $7 million.

The SISD has agreed to pay about $1.2 million during the construction process to help offset the cost. The infrastructure improvement will benefit the entire 400 acre planned development. The timing is crucial because the SISD plans for this school to open in August 2025.

There is a Tax Increment Reinvestment Zone for commercial and other uses, in that area, that would allow the developer to recoup some of his costs. He is willing to forgo that, and have the City recoup all the TIRZ dollars until they are repaid for those improvements. The road was originally in the developer's plan for construction, but because of development in that area, the City will handle it. The property owner has already conveyed the land to the SISD.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 7303, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
ABSTAIN: Teamann.
MOTION CARRIED.

RESOLUTION NO. 7304 — **RES 7304 LAND PURCHASE FOR SHEPHERD**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE

TO EXECUTE A SPECIAL WARRANTY DEED FOR THE PURCHASE OF 1.488 ACRES OF LAND, MORE OR LESS, IN THE FRIAR McNEELY SURVEY, ABSTRACT NO. 826, IN SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.
CONSENT AGENDA.

ELEVATED WATER STORAGE TANK

RESOLUTION NO. 7305
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER INC., DBA PARKHILL FOR GROUNDWATER ANALYSIS AND DEVEOLPMENT PHASE 1: HYDROLOGIC CONDITIONS ASSESSMENT AND MODEL.
CONSENT AGENDA.

RES 7305 GROUNDWATER ANALYSIS

RESOLUTION NO. 7306
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT.
CONSENT AGENDA.

RES 7306 WASTEWATER TREATMENT & WATER REUSE

RESOLUTION NO. 7307
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN WESTERN MUNICIPAL CONSTRUCTION OF TEXAS, LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE POST OAK SANITARY SEWER IMPROVEMENTS.
CONSENT AGENDA.

RES 7307 POST OAK SANITARY SEWER IMPROVEMENTS

RESOLUTION NO. 7308
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MOUNTAIN CASCADE OF TEXAS, LLC., BASED ON AN INVITATION TO BID FOR THE NTMWD 72-INCH WL REPLACEMENT.
CONSENT AGENDA.

RES 7308 NTMWD 72" WATER LINE REPLACEMENT

RESOLUTION NO. 7309
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR THE POST OAK WASTEWATER TREATMENT PLANT DIGESTER EVALUATION AND PRELIMINARY ENGINEERING FEASIBILITY REPORT.
CONSENT AGENDA.

RES 7309 POST OAK WWTP DIGESTER ENGINEERING

RESOLUTION NO. 7310
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING

RES 7310 ANNUAL FINISH & ROUGH MOWING

EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR ANNUAL FINISH AND ROUGH MOWING SERVICES.
CONSENT AGENDA.

RESOLUTION NO. 7311 — **RES 7311 ENCROACHMENT FOR BUILDING (4511 COX ST)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO CARLOS CONTRERAS FOR THE ENCROACHMENT OF AN EXISTING BUILDING WITHIN 20-FOOT UTILITY EASEMENT ESTABLISHED IN VOLUME 662, PAGE 379, DEED RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 4511 COX STREET IN THE CITY OF SHERMAN.
CONSENT AGENDA.

RESOLUTION NO. 7312 — **RES 7312 POLICE DISPATCH WORK STATIONS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF NEW XYBIX WORKSTATIONS FOR SHERMAN POLICE DEPARTMENT EMERGENCY COMMUNICATION CENTER THROUGH GOVERNMENT COOPERATIVE PRICING.
CONSENT AGENDA.

OTHER BUSINESS

DISCUSSION OF SUBDIVISION ORDINANCE AND ENGINEERING DESIGN STANDARDS MANUAL — **SUBDIVISION ORD & ENGINEERING DESIGN STANDARDS MANUAL**

Mr. Rae presented the Subdivision Ordinance and the Engineering Design Manual that they have been working to update. The State changed some requirements and those things have been updated. For example, plats don't come to the City Council anymore, they are approved by the Planning and Zoning Commission, and the Tree Ordinance has already been approved by Council.

He highlighted three main components of the Subdivision Ordinance, which are the administration regulations, the development procedures, and the public infrastructure standards. New additions are the traffic impact analysis and the park improvement fee. He discussed the requirements for both.

Currently, traffic impact analyses are only required for Planned Development. The proposal is to require them for zone changes, site plans, and any daycare or school.

The staff is also proposing to include park dedication requirements for new residential development, that would be enforced at platting. He said, most peer cities also have a park dedication fee, in addition to the land dedication.

For park dedication, the staff recommended one acre for every 50 proposed dwelling units; a fee-in-lieu, by approval of the City Manager, if dedication cannot be accomplished; and 50% credit for private parks or HOA parks. The park improvement fee is not currently in the draft Subdivision Ordinance, but could be included, and could be $1,500 per unit, assessed with the building permit application.

Council Members discussed the park dedication and park improvement fees, and who would pay each. They did express concern about the fees being passed on to the homeowners.

Mr. Hefton felt the issue of park improvement fees should be discussed more in depth at the upcoming CIP Meeting, and possibly the Budget Workshop.

Mr. Lee presented the Engineering Design Standards Manual. He said it was originally drafted by Kimley-Horn, and has been "in the works" for the last three years. The proposed design standards would improve consistency in the engineering review and implementation, and standardizes the design requirements.

Mr. Rae said both documents should be adopted together.

COUNCIL COMMENTS — **COUNCIL COMMENTS**

- **Need more events in the Downtown area. (Henry Marroquin)**

- **Recognizing members of the Police Department for their lifesaving efforts. (Henry Marroquin, Juston Dobbs, Darron Holland, Shawn Teamann, Josh Stevenson, David Plyler)**

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW) — **EXECUTIVE SESSION**

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

TEX. GOV'T CODE § 551.071 --
SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

TEX. GOV'T CODE § 551.072 --
DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

A) Receive legal advice from City Attorney regarding election matters

TEX. GOV'T CODE § 551.073 --
DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --
DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

TEX. GOV'T CODE § 551.076 –
DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 –
DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

- **A) Crossroads Development**
- **B) Utility Issues**
- **C) Marriott Hotels**

TEXAS GOV'T CODE § 551.089 --
DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:30 p.m.

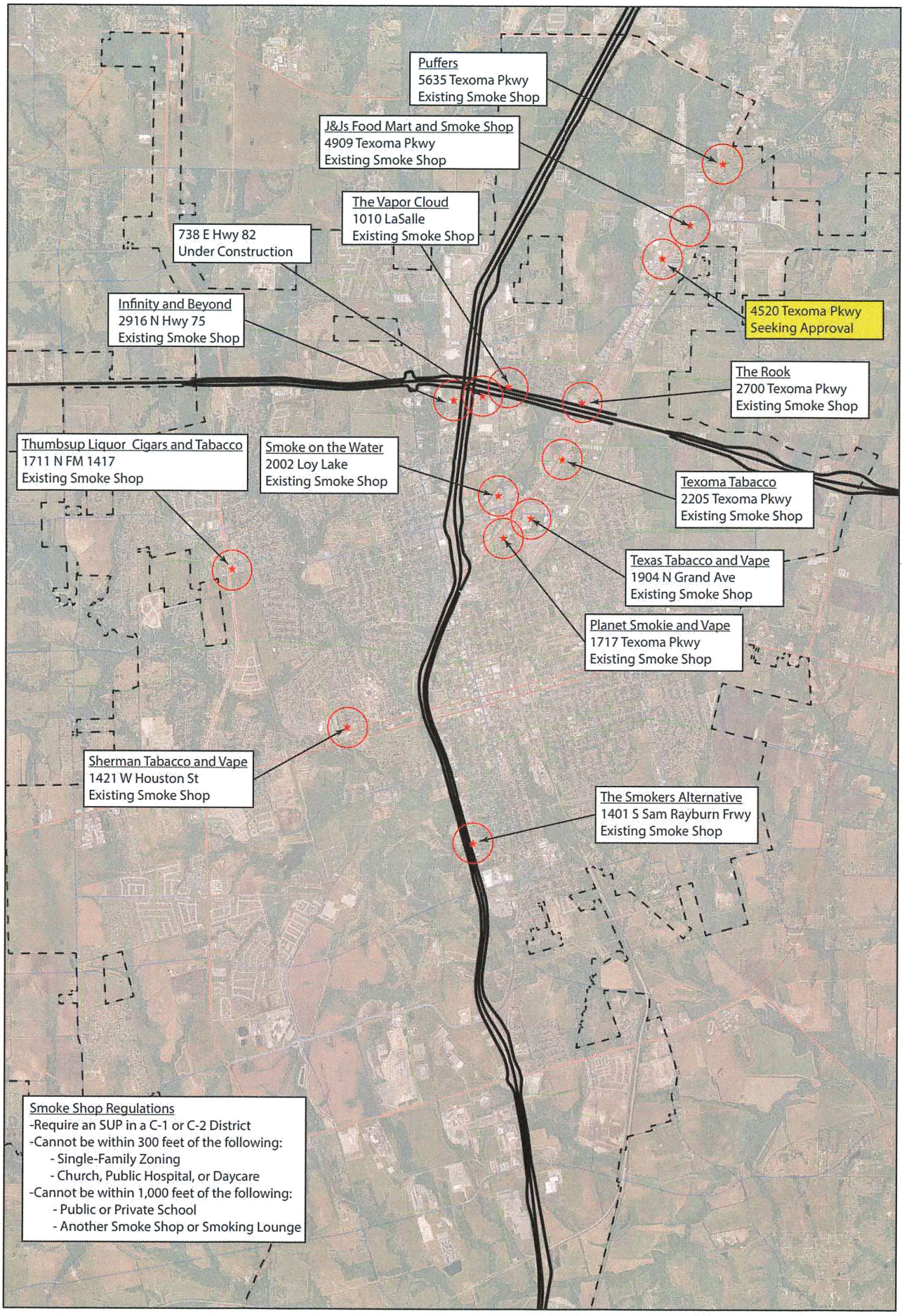
On Motion duly made and carried, the Executive Session recessed at 7:37 p.m. and reconvened in Open Meeting.

OPEN MEETING **OPEN MEETING**
Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

ADJOURNMENT **ADJOURNMENT**
On Motion duly made and carried, the meeting adjourned at 7:38 p.m.

MAYOR

CITY CLERK



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services

N

CITY OF SHERMAN
Smoke Shop Map

Legend
- City Limits
- Smoke Shops
- 1,000' Smoke Shop Buffer

Date: 05/13/2024

Subdivision Ordinance Update

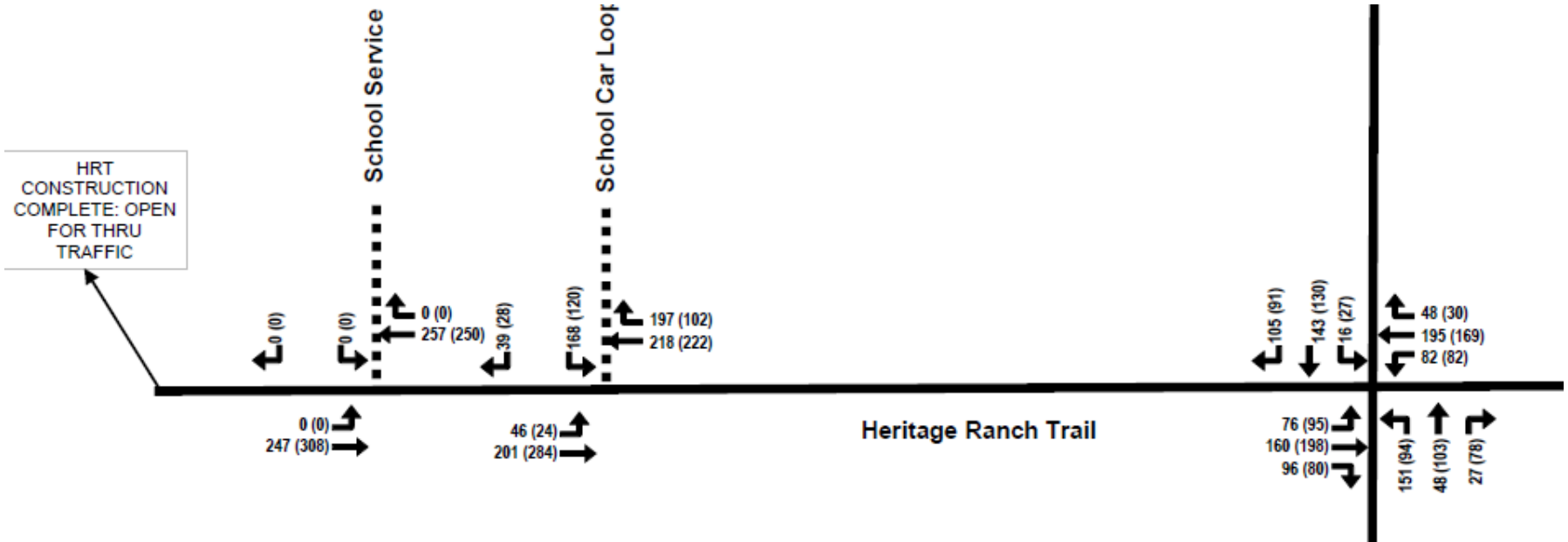
- **Phased Subdivision Ordinance Update**
  - **September 18, 2023 – Changed approval requirements for platting; added new fee structure based on state law changes.**
  - **December 18, 2023 – Updated subdivision ordinance with tree preservation requirements**
  - **May 20, 2024 – Staff update to Council on updates to the subdivision ordinance**
  - **June 3, 2024 – Proposed update to subdivision ordinance**

Subdivision Update – Proposed Changes

- Administrative Regulations – Only Minor Changes
- Development Procedures – Only Minor Changes
- Public Infrastructure Requirements
  - Specifies the required improvements
  - References Engineering Design Standards Manual for detailed design requirements
  - Streets and Pedestrian Facilities
  - Traffic Impact Analysis (TIA)
  - Water and Wastewater requirements
  - Storm Drainage
  - Easements and Right-of-Way
  - Parks, Trails and Open Space
  - Tree Protection (No changes)
  - Rural Subdivisions
  - Cost of Improvement Responsibility
  - ETJ Development
  - Removal of any conflicting references to design standards
- Civil Plans and Acceptance of Improvements – New Section

Subdivision Update – TIA Requirements

- Currently, TIAs are only a requirement for Planned Developments
- Proposed Requirements for TIAs
  - Zone Changes – Any development that would generate 2,500 or more vehicle trips a day. Approximately 250 single family homes.
  - Site Plans – Any site that would generate 1,000 or more vehicle trips a day.
  - Any daycare or school.



Subdivision Update – Park Dedication

- Staff is proposing to include park dedication requirements for new residential development.
- Park dedication requirements would be enforced at platting
- Dedication requirements placed the burden of new parks on new development (similar to impact fees) Development pays for parks.
- Sherman is one of the few peer cities that does not have a parkland dedication requirement

Subdivision Update – Peer Comparison

Peer City	Park Dedication Requirement
Denison	1 acre of land for every 50 dwelling units Park Dedication Fee: $500 per dwelling unit
Anna	1 acre of land for every 50 proposed dwelling units Park Development Fee: $1,500 per single-family unit; $2,000 per multi-family unit
Melissa	1 acre of land for every 30 proposed dwelling units Park Development Fee: $4,000 per single-family unit; $2,000 per multi-family unit Park Development Fee (ETJ): $5,870 per single-family unit; $3,870 per multi-family unit
McKinney	1 acre of land (not floodplain) per 37 proposed dwelling units Park Development Fee: $1,993 per single-family unit; $1,631 per multi-family unit
Prosper	1 acre of land per 35 proposed dwelling units or 5% of the total acreage, whichever is greater Park Improvement Fee: $1,500 per single-family unit; $2,000 per multi-family unit
Celina	1 acre of land for every 50 proposed dwelling units Park Improvement Fee: $1,500 per unit

Subdivision Update – Park Dedication

- **Current park dedication recommendation**
  - **1 acre for every 50 proposed dwelling units**
  - **Fee-in-lieu by approval of City Manager if dedication cannot be accomplished**
  - **50% credit for private parks or HOA parks**

- **Park Improvement Fee**
  - **Not currently in the draft subdivision ordinance, but could be included if Council would like it to be included.**
  - **Could be $1,500 per unit; assessed at building permit application.**

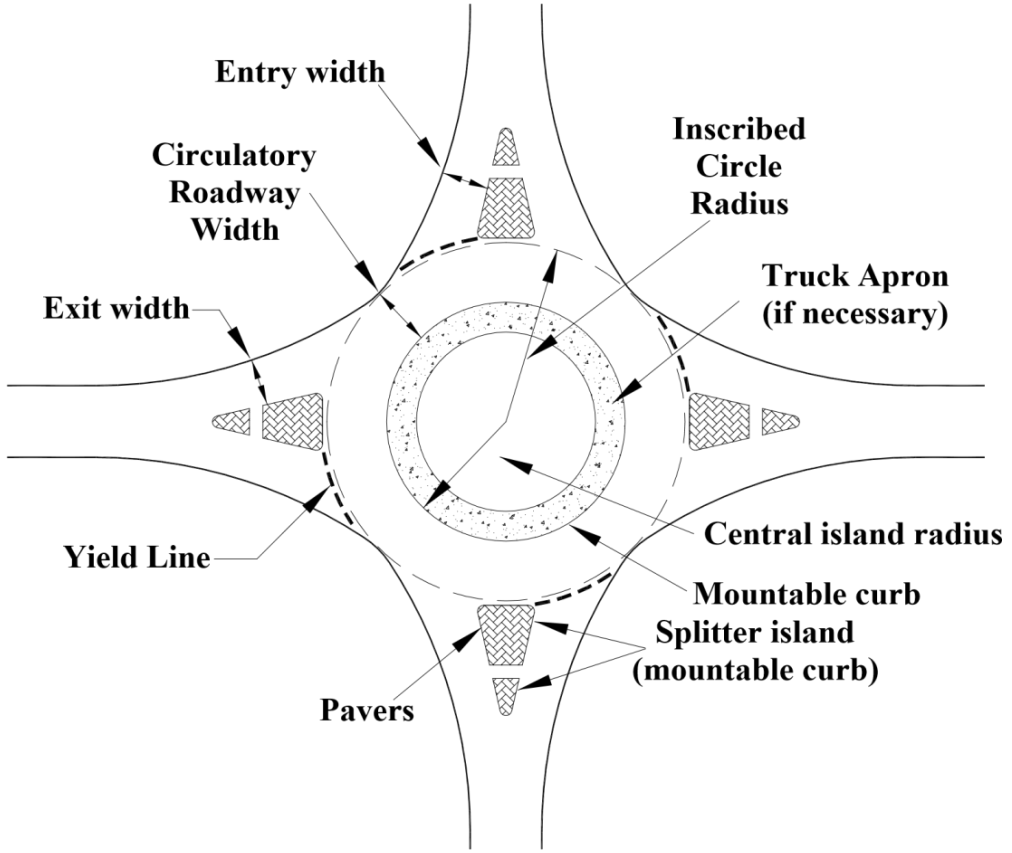
Engineering Design Standards Manual

- **"In the works" for the last 3 years.**
  - **Originally drafted by Kimley-Horn based on Frisco and Flower Mound design standards.**
  - **Changes have been incorporated into the draft based on new standards and creating the "right amount of right" for development in Sherman.**
- **Draft design manual has been posted for public comment since September 2023.**
  - **Comments received since draft posted have been minor.**
- **The proposed ordinance would codify the design standards**
  - **Approval of the design manual will improve consistency in engineering review and implementation**
- **Needs to be approved together with the subdivision ordinance at this time**

Engineering Design Standards Manual

- **Components of the Manual**
  - General Design Requirements
  - Street Corridor Design Requirements
  - Pavement and Subgrade Design Requirements
  - Drainage Design Requirements
  - Stormwater Quality Design
  - General Water/Wastewater Design Requirements
  - Water Design Requirements
  - Wastewater Design Requirements
  - Airport Design and Construction Requirements

Questions???


Entry width
Circulatory Roadway Width
Exit width
Yield Line
Pavers
Inscribed Circle Radius
Truck Apron (if necessary)
Central island radius
Mountable curb
Splitter island (mountable curb)

STATE OF TEXAS §

May 20, 2024

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Tax Increment Financing Board #7 was begun and held in the City Council Chambers on May 20, 2024.

COUNCIL MEMBERS PRESENT: Mayor David Plyler
Council Members Howeth, Holland, Stevenson, Dobbs
Grayson County Commissioner Jeff Whitmire

COUNCIL MEMBERS ABSENT: None.

TIRZ BOARD #7 MEMBERS ABSENT: State Representative Reggie Smith, Senator Drew Springer.

CITY STAFF PRESENT: Robby Hefton, City Manager; Clint Philpott, Assistant City Manager; Zach Flores, Assistant City Manager; Ryan Pittman, Attorney, Abernathy, Roeder, Boyd, Hullett; Mary Lawrence, Director of Finance; Rob Rae, Director of Development Services. Teri Fine, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: **Call to Order, Quorum Determined, Meeting Declared Open**

Citizen Comments

Other Business
Accepting and Approving the Amended Project and Financing Plan for Sherman Tax Increment Reinvestment Zone Number Severn (#7); Providing for Findings of Fact

Executive Session
In Accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

TEX. GOV'T CODE § 551.071 --
Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

TEX. GOV'T CODE § 551.072 --
Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

TEX. GOV'T CODE § 551.073 –
Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

TEX. GOV'T CODE § 551.074 –
Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

TEX. GOV'T CODE § 551.076 –
Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit

TEX. GOV'T CODE § 551.087 –
Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect

TEX. GOV'T CODE § 551.089 –
Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices

Open Meeting

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Mayor Plyler called the meeting to order at 5:00 p.m., declared a quorum present, and opened the Tax Increment Financing Board #7 Meeting.

CITIZEN COMMENTS
There were no citizen's comments.

OTHER BUSINESS
ACCEPTING AND APPROVING THE AMENDED PROJECT AND FINANCING PLAN FOR SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN (#7); PROVIDING FOR FINDINGS OF FACT
Mary Lawrence, Chief Financial Officer, said the Tax increment Financing Board #7, is meeting to consider an amendment to the Financing Plan. TIRZ #7 includes the area that includes Legacy Village and Bel Air Village.

The Plan is being amended to extend the term of the zone, amend the cost of the zone, and align with the Master Development Agreement.

Jeff Whitmire, Grayson County Commissioner, clarified that Grayson County only participates in public infrastructure.

ACTION TAKEN.

Motion by Council Member Howeth to approve the Amended Project and Financing Plan for Sherman Tax Increment Reinvestment Zone #7, as presented. Second by Council Member Holland.

VOTING AYE: Dobbs, Howeth, Holland, Stevenson, Whitmire.
VOTING NAY: None.
MOTION CARRIED.

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

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The Executive Session was not needed.

ADJOURNMENT
There being no further business to come before the Tax Increment Financing Board #7, motion was duly made and approved to adjourn the Called Meeting at 5:04 p.m.

_____
MAYOR

ATTEST

_____
CITY CLERK

STATE OF TEXAS §

June 3, 2024

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on June 3, 2024.

MEMBERS PRESENT: **MAYOR DAVID PLYLER; DEPUTY MAYOR SHAWN TEAMANN. COUNCIL MEMBERS DOBBS, HOLLAND, HOWETH, MARROQUIN, STEVENSON.**

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

Mayor Plyler called the meeting to order at 5:01 p.m. The Pledge of Allegiance and Invocation were led by Council Member Pam Howeth.

CITIZEN'S COMMENTS — **CITIZEN'S COMMENTS**

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately.

The Council reviewed the Consent Agenda. Council Member Howeth moved to approve the Consent Agenda, as presented. Second by Council Member Dobbs. All present voted AYE.

PUBLIC HEARING

FINAL STATEMENT/ACTION PLAN FOR PROGRAM YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT — **COMMUNITY DEVELOPMENT BLOCK GRANT**

Mary Lawrence, Chief Financial Officer, explained that the City receives an allocation from the Department of Housing and Urban Development, for the Community Development Block Grant. The program benefits low-to-moderate income citizens and special needs citizens.

This year's allocation for Sherman is $311,097, which is allocated to 13 different non-profit organizations. There is also an allocation for demolition and improvement, and for a park improvement, that has not yet been designated.

No citizens appeared before the City Council to discuss the Final Statement/Action Plan for Program Year 2024 Community Development Block Grant.

Mayor Plyler introduced Ordinance No. 6728 and called for a public hearing: — **ORD 6728 SPECIAL ELECTION TO FILL VACANCY (SEPT. 14, 2024)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING A SPECIAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE

14TH DAY OF SEPTEMBER, 2024, FOR THE PURPOSE OF ELECTING ONE (1) MEMBER OF THE SHERMAN CITY COUNCIL (DISTRICT NO. 1) TO FILL THE VACANCY RESULTING FROM THE RESIGNATION OF COUNCIL MEMBER SHAWN C. TEAMANN; PROVIDING THAT THE ELECTION SHALL BE ADMINISTERED BY GRAYSON COUNTY, TEXAS; DESIGNATING EARLY VOTING POLLING PLACES AND HOURS; DESIGNATING ELECTION DAY POLLING PLACES AND HOURS; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; PROVIDING FOR THE APPOINTMENT OF ELECTION JUDGES; AUTHORIZING THE MAYOR AND CITY CLERK TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS.

Linda Ashby, City Clerk, explained that this ordinance called a Special Election for September 14, 2024, to fill the vacancy that was created with the resignation of Deputy Mayor Shawn Teamann.

It is also tied to Resolution 7313, which authorizes a joint contract with Grayson County to administer the Special Election.

No citizens appeared before the City Council to discuss Ordinance No. 6728.

Mayor Plyler asked that the captions of Ordinance Nos. 6729 and 6730 be read together.

ORD 6729 REVISING SUBDIVISION ORDINANCE

Mayor Plyler introduced Ordinance No. 6729 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 10 (SUBDIVISION REGULATION); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO PLATS, SUBDIVISIONS OF LAND, CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND OTHER LAND DEVELOPMENT MATTERS PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND OTHER APPLICABLE LAW; PROVIDING FOR CERTAIN DEFINITIONS AND PROCEDURES; PROVIDING REQUIREMENTS AND REGULATIONS FOR THE PREPARATION OF PLATS; PROVIDING FOR ACCEPTANCE OF SUBDIVISIONS AND REQUIREMENTS PRIOR TO ACCEPTANCE OF FINAL PLATS; PROVIDING FOR DESIGN CRITERIA AND CONSTRUCTION STANDARDS; DEFINING RESPONSIBILITY FOR PAYMENT OF COSTS OF PUBLIC INFRASTRUCTURE; SPECIFYING REQUIREMENTS FOR SURVEYING, ENGINEERING AND FINAL ACCEPTANCE OF SUBDIVISIONS; PROVIDING FOR VARIOUS IMPROVEMENTS FOR ALL SUBDIVISIONS; PROVIDING FOR VARIANCES; REQUIRING RESERVATION OF OPEN SPACE AND TRAILS IN CERTAIN RESIDENTIAL SUBDIVISIONS; EXTENDING REGULATIONS TO THE EXTRATERRITORIAL JURISDICTION OF THE CITY; DELEGATING AUTHORITY OVER ACTION ON CERTAIN TYPES OF PLATS TO THE CITY ENGINEER PURSUANT TO SECTION 212.0065 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE,

SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6730 ENGINEERING DESIGN STANDARDS MANUAL

Mayor Plyler introduced Ordinance No. 6730 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING THE ENGINEERING DESIGN STANDARDS MANUAL FOR THE CITY OF SHERMAN, TEXAS; PROVIDING FOR REGULATIONS ON PUBLIC INFRASTRUCTURE DESIGN AND OTHER STANDARDS; DELEGATING AUTHORITY TO THE CITY ENGINEER: PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Rob Rae, Director of Development Services, said Ordinance 6729 is the Subdivision Ordinance, that has previously been discussed with the Council. Changes have been made to remove the portion about park dedication. He discussed the open space requirements for future subdivisions, as well as other changes.

Ordinance 6730 is the Engineering Design Standards Manual, which staff has been working on for the last two years. The manual is based off of examples from Frisco and Flower Mound, then "tweaked" to work for Sherman.

No citizens appeared before the City Council to discuss Ordinance Nos. 6729 and 6730.

The Public Hearing was closed.

ORD 6728 SPECIAL ELECTION TO FILL VACANCY (SEPT. 14, 2024)

Ordinance 6728
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING A SPECIAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 14TH DAY OF SEPTEMBER, 2024, FOR THE PURPOSE OF ELECTING ONE (1) MEMBER OF THE SHERMAN CITY COUNCIL (DISTRICT NO. 1) TO FILL THE VACANCY RESULTING FROM THE RESIGNATION OF COUNCIL MEMBER SHAWN C. TEAMANN; PROVIDING THAT THE ELECTION SHALL BE ADMINISTERED BY GRAYSON COUNTY, TEXAS; DESIGNATING EARLY VOTING POLLING PLACES AND HOURS; DESIGNATING ELECTION DAY POLLING PLACES AND HOURS; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; PROVIDING FOR THE APPOINTMENT OF ELECTION JUDGES; AUTHORIZING THE MAYOR AND CITY CLERK TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS.

ORD 6729 REVISING SUBDIVISION ORDINANCE

Ordinance 6729
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 10 (SUBDIVISION REGULATION); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO PLATS,

SUBDIVISIONS OF LAND, CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND OTHER LAND DEVELOPMENT MATTERS PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND OTHER APPLICABLE LAW; PROVIDING FOR CERTAIN DEFINITIONS AND PROCEDURES; PROVIDING REQUIREMENTS AND REGULATIONS FOR THE PREPARATION OF PLATS; PROVIDING FOR ACCEPTANCE OF SUBDIVISIONS AND REQUIREMENTS PRIOR TO ACCEPTANCE OF FINAL PLATS; PROVIDING FOR DESIGN CRITERIA AND CONSTRUCTION STANDARDS; DEFINING RESPONSIBILITY FOR PAYMENT OF COSTS OF PUBLIC INFRASTRUCTURE; SPECIFYING REQUIREMENTS FOR SURVEYING, ENGINEERING AND FINAL ACCEPTANCE OF SUBDIVISIONS; PROVIDING FOR VARIOUS IMPROVEMENTS FOR ALL SUBDIVISIONS; PROVIDING FOR VARIANCES; REQUIRING RESERVATION OF OPEN SPACE AND TRAILS IN CERTAIN RESIDENTIAL SUBDIVISIONS; EXTENDING REGULATIONS TO THE EXTRATERRITORIAL JURISDICTION OF THE CITY; DELEGATING AUTHORITY OVER ACTION ON CERTAIN TYPES OF PLATS TO THE CITY ENGINEER PURSUANT TO SECTION 212.0065 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Ordinance 6730

ORD 6730
ENGINEERING DESIGN STANDARDS MANUAL

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING THE ENGINEERING DESIGN STANDARDS MANUAL FOR THE CITY OF SHERMAN, TEXAS; PROVIDING FOR REGULATIONS ON PUBLIC INFRASTRUCTURE DESIGN AND OTHER STANDARDS; DELEGATING AUTHORITY TO THE CITY ENGINEER: PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Council Member Dobbs asked about the portion of the ordinances that was "being postponed" and when that would come back for discussion. Mr. Rae said it would probably come back within the next 12 months for more direction from the Council.

Robby Hefton, City Manager, said when it is brought back, they would like to look at the total picture of all fees and what it would cost to build in Sherman. He said it would probably be brought back for consideration in late 2024 or early 2025.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance Nos. 6728, 6729, and 6730, as presented. Second by Council Member Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7313 - AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT WITH GRAYSON COUNTY, TEXAS, TO HOLD A SPECIAL ELECTION ON SEPTEMBER 14, 2024

RES 7313 JOINT ELECTION AGREEMENT WITH GRAYSON COUNTY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT WITH GRAYSON COUNTY, TEXAS, TO HOLD A SPECIAL ELECTION ON SEPTEMBER 14, 2024; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7313, as presented. Second by Council Member Dobbs.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7314 - AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2024; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTIFICATIONS OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2024

RES 7314 CDBG PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2024; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTIFICATIONS OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2024.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution No. 7314, as presented. Second by Council Member Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7315 - AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR THE LAMBERTH & SHADY OAKS IMPROVEMENTS

RES 7315 LAMBERTH RD & SHADY OAKS IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR THE LAMBERTH & SHADY OAKS IMPROVEMENTS.
CONSENT AGENDA.

RESOLUTION NO. 7316 - AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR THE STEPHENS GST AND PS FACILITY IMPROVEMENTS

RES 7316 STEPHENS GROUND STORAGE TANK & PUMP STATION IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR THE STEPHENS GST AND PS FACILITY IMPROVEMENTS.
CONSENT AGENDA.

RESOLUTION NO. 7317 - AUTHORIZING EXECUTION OF AN EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE INSTALLATION OF OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY FOR GLOBAL WAFERS AMERICA

RES 7317 ONCOR EASEMENT FOR GLOBALWAFERS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE INSTALLATION OF OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY FOR GLOBALWAFERS AMERICA.
CONSENT AGENDA.

RESOLUTION NO. 7318 - AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID AND CHRISTY BACA FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 215 NORTH RICKETTS WITHIN THE CITY OF SHERMAN REINVESTMENT ZONE, NUMBER 10 (#10)

RES 7318 RESIDENTIAL TAX ABATEMENT (215 N. RICKETTS ST)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID AND CHRISTY BACA FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 215 NORTH RICKETTS STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).
CONSENT AGENDA.

REQUEST TO ADVERTISE

REQ TO ADVERTISE ANNUAL AUDIT

REQUEST TO ADVERTISE SERVICES TO PERFORM THE ANNUAL AUDIT FOR THE PERIOD ENDING SEPTEMBER 30, 2024

The City Council approved the request to advertise for the Annual Audit for the period ending September 30, 2024. A financial audit and a compliance audit are both required for the City.
CONSENT AGENDA.

OTHER BUSINESS

CLOSE STREETS EARTH DAY FESTIVAL (JUNE 15, 2024)

CONSIDER REQUEST OF THE 2024 EARTH DAY PLANNING COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE 16TH ANNUAL "TEXOMA EARTH DAY FESTIVAL" ON ITS RESCHEDULED DATE OF SATURDAY, JUNE 15TH, 2024

Amy Hoffman-Shehan appeared representing the Earth Day Planning Committee to request a temporary closure of certain streets for the Texoma Earth Day Festival on June 15, 2024.

Ms. Hoffman-Shehan said the event was rescheduled and they have worked to "pull things back together." She outlined the event, which will be held on the Municipal Building grounds.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the request of the 2024 Earth Day Planning Committee to temporarily close certain streets for the 16th Annual "Texoma Earth Day Festival" on June 15, 2024, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

REPAIR AND REWORK OF THE LUELLA 2 WOODBINE WELL UNDER EMERGENCY DESIGNATION

WELL REPAIRS (LUELLA 2 WOODBINE WELL)

The City Council approved the repair and rework of the Luella 2 Woodbine Well, under Emergency Designation. The groundwater well suffered failure due to a lightning strike.

After inspection, it was found that the motor had failed, and there was a hole blown out of the top, due to the lightning strike. The pump was still operational, but showed some wear on parts, which will be corrected as part of the repair.

The estimated cost to repair the well is approximately $287,742, and will be covered by insurance. The normal costs due to wear will be paid from the Utility Fund.
CONSENT AGENDA.

REPAIR AND REWORK OF THE RUSSELL 1 T WELL UNDER EMERGENCY DESIGNATION

WELL REPAIRS (RUSSELL 1 T WELL)

The City Council approved the repair and rework of the Russell 1 T Well, under Emergency Designation. The groundwater well suffered failure and was removed from service.

After inspection, it was found that the existing submersible pumping equipment had failed. Debris was also found in the pump.

The estimated cost to repair the well is approximately $402,650, and will be paid from the City's Utility Fund.
CONSENT AGENDA.

COUNCIL COMMENTS

COUNCIL COMMENTS

- **Recognized Sherman's new baseball team, the Shadowcats, and urged citizens to support the team. (Pam Howeth)**

ANNOUNCEMENTS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- **The Parks and Recreation Department is hosting Popsicles in the Park on June 7, 2024, from 6:00 pm to 8:00 pm, at Fairview Park.**

- **The opener for Hot Summer Nights will be held on June 6, 2024, on the Municipal Building grounds. Longtime Eagles guitarist and Rock and Roll Hall of Famer Don Felder will perform.**

- **Coffee with the Mayor will be held on June 7, 2024, at 8:00 am, at Bob Utter Ford.**

EXECUTIVE SESSION

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

TEX. GOV'T CODE § 551.071 --
SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

TEX. GOV'T CODE § 551.072 --
DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.073 --
DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --
DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

TEX. GOV'T CODE § 551.076 –
DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 –
DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

TEXAS GOV'T CODE § 551.089 --
DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

The Executive Session wasn't needed.

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 5:16 p.m.

MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. C.1.

Meeting Date: 6/17/2024

Prepared By:

Approved By:

Caption:

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

F. 3. **** RESOLUTION NO. 7321***
Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Design of the Sherman Crossroads Aston Drive Paving, Drainage and Utility Improvements

F. 4. **** RESOLUTION NO. 7322***
Authorizing the Purchase of Two Ambulance Boxes from Frazer, LTD through BuyBoard

F. 5. **** RESOLUTION NO. 7323***
Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel-Motel Occupancy Tax

F. 6. **** RESOLUTION NO. 7324***
Approving the Greater Texoma Utility Authority's Intention to Award the Sherman WTP Flocculation and Sedimentation Improvements Project to Red River Construction Company

F. 7. **** RESOLUTION NO. 7325***
Approving the Greater Texoma Utility Authority's Intention to Contract with WWaterTech, Inc., for the PolyChem Chain and Flight Sludge Collection System Replacement Materials, Installation and Services

F. 8. **** RESOLUTION NO. 7326***
Authorizing execution of an agreement with House of Eli, Inc. under the City of Sherman's Downtown Building Improvement Grant Program for renovations at 125 N. Travis Street

F. 9. **** RESOLUTION NO. 7327***
Awarding a Bid to and Authorizing Execution of a Contract with Knapheide Truck Equipment for the Purchase and Installation of a Utility Bed for a 2024 Dodge Ram 3500

G. 2. **** OTHER BUSINESS***
Accept Annual Audit Report for Year Ended September 30, 2023, from Pattillo, Brown and Hill, LLP

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.1.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6731

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 2.11 acres being a part of the Samuel Blagg Survey, Abstract No. 56 and being Lot 2 in Block 1 of Travelers Inn Addition, City Of Sherman, Grayson County, Texas, Located At 401 South Sam Rayburn Freeway, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Commercial) District Zoning Classification, Haresh Surti (Owner) and Sartin & Associates, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 2.11 acres of land located at 401 South Sam Rayburn Freeway from a C-2 (General Commercial) District/Sam Rayburn Overlay District to a C-1 (Retail Business) District/Sam Rayburn Overlay District.

Background:

The property is located at 401 South Sam Rayburn Freeway between West Cherry Street and West Center Street. The owner is requesting a Zone Change from a C-2 (General Commercial) District/Sam Rayburn Overlay District to a C-1 (Retail Business) District/Sam Rayburn Overlay District.

The following has been approved for this location:

- 2/13/1990 – Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- 1/12/1993 – Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- 4/8/2003 - Specific Use Permit to allow a private club in C-2 (General Commercial) District
- 5/18/2004 - Specific Use Permit to allow a private club in C-2 (General Commercial) District
- 5/19/2009 - Specific Use Permit to allow a private club (sports bar) in C-2 (General Commercial) District

Origination:

Haresh Surti (Owner)
Sartin & Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 16, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City

Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6731
2. Exhibit A - Survey and Legal Description
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Staff Review Letter

ORDINANCE NO. 6731

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 2.11 ACRES BEING A PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 AND BEING LOT 2 IN BLOCK 1 OF TRAVELERS INN ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 401 SOUTH SAM RAYBURN FREEWAY, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, HARESH SURTI (OWNER) AND SARTIN & ASSOCIATES, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 401 South Sam Rayburn Freeway and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

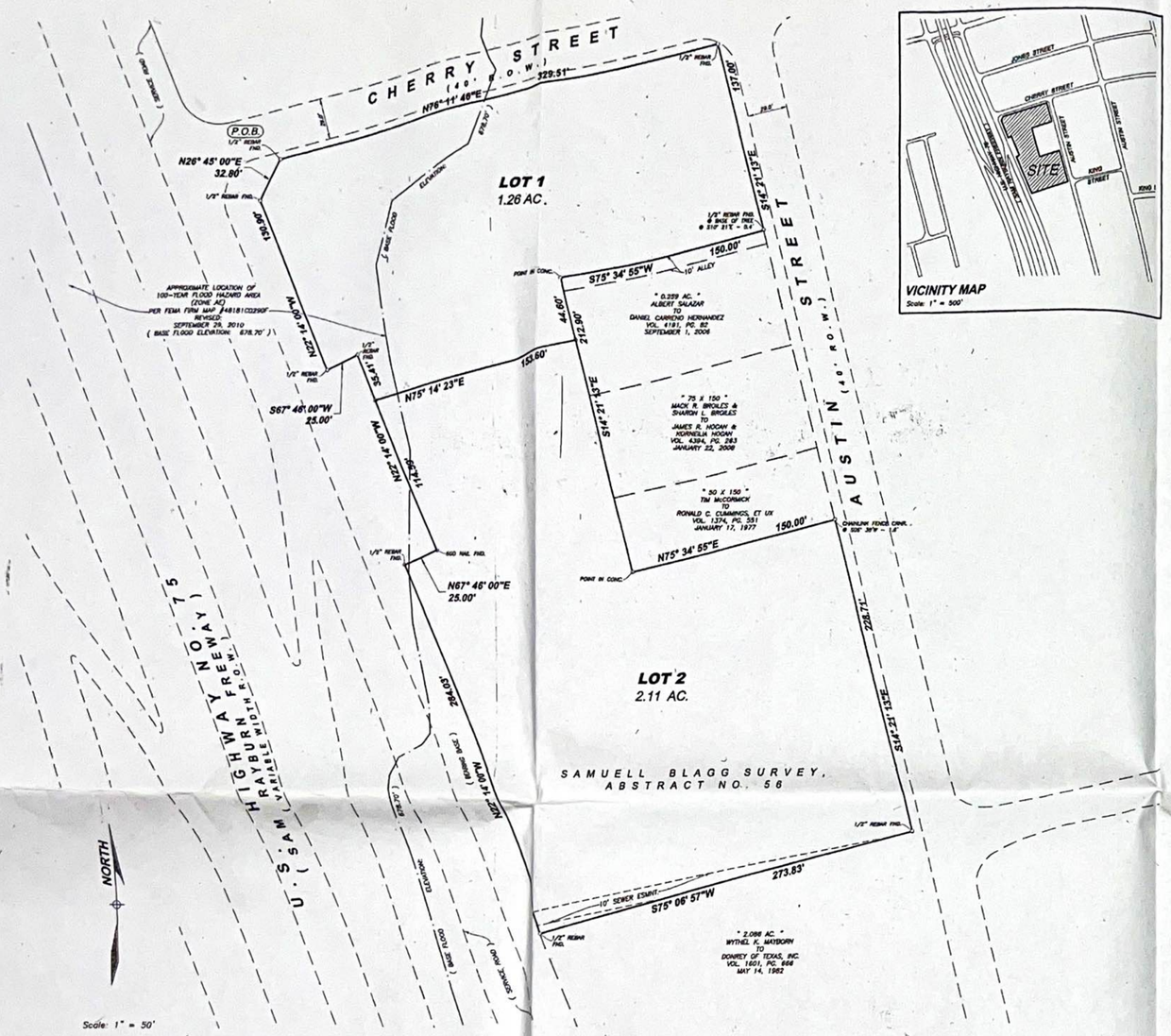
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



FINAL PLAT
OF
TRAVELERS INN ADDITION
TO
THE CITY OF SHERMAN, TEXAS

BEING 3.37 ACRES OUT OF THE

SAMUELL BLAGG SURVEY ABST. NO. 56

A REPLAT OF LOTS SEVEN (7), EIGHT (8), AND NINE (9) OF BLOCK ONE (1) OF McBRIDE'S ADDITION

Grayson_163428

SHEET 01 OF 02

FIELD NOTES

SITUATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS, BEING A PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, BEING THE SAME 3.37 ACRE TRACT CONVEYED BY SCJAL CORPORATION TO J. R. PATEL, ET UX BY DEED DATED JULY 23, 2002, RECORDED IN VOLUME 3285, PAGE 836, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, SAID 3.37 ACRE TRACT ENCOMPASSES LOTS SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK ONE (1) OF MCBRIDES ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 125, PAGE 53, DEED RECORDS, GRAYSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT;

BEGINNING AT FOUND ½ INCH REBAR MAINTAINING THE NORTHERLY NORTHWEST CORNER OF SAID 3.37 ACRE TRACT, AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 75, (ALSO KNOWN AS SAM RAYBURN FREEWAY.) WITH THE SOUTH LINE OF CHERRY STREET;

THENCE NORTH 76 DEG. 11 MIN. 46 SEC. EAST, WITH THE SOUTH LINE OF SAID CHERRY STREET, A DISTANCE OF 329.51 FEET TO A FOUND ½ INCH REBAR AT THE INTERSECTION OF THE SOUTH LINE OF SAID CHERRY STREET WITH THE WEST LINE OF AUSTIN STREET;

THENCE SOUTH 14 DEG. 21 MIN. 13 SEC. EAST, WITH THE WEST LINE OF SAID AUSTIN STREET, A DISTANCE OF 137.00 FEET TO THE NORTHEAST CORNER OF AN 0.259 ACRE TRACT CONVEYED BY ALBERT SALAZAR TO DANIEL CARREVIO HERNANDEZ BY DEED DATED SEPTEMBER 1, 2006, RECORDED IN VOLUME 4181, PAGE 82, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, FROM WHICH A FOUND ½ INCH REBAR AT THE BASE OF A TREE MAINTAINING BEARS SOUTH 10 DEG. 21 MIN. EAST, 0.4 FEET

THENCE SOUTH 75 DEG. 34 MIN. 55 SEC. WEST, WITH THE NORTH LINE OF SAID 0.259 ACRE TRACT, A DISTANCE OF 150.00 FEET ITS NORTHWEST CORNER IN CONCRETE;

THENCE SOUTH 14 DEG. 21 MIN. 13 SEC. EAST, WITH THE WEST LINE OF SAID 0.259 ACRE TRACT, PASSING ITS SOUTHWEST CORNER, THE NORTHWEST CORNER OF A .75 X 150 FOOT TRACT CONVEYED BY MACK R. BROILES AND SHARON L. BROILES TO JAMES E. HOGAN AND KORNELIA HOGAN BY DEED DATED JANUARY 22, 2008, RECORDED IN VOLUME 4394, PAGE 263, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS AND CONTINUING WITH THE WEST LINE OF SAID .75 X 150 FOOT TRACT, PASSING ITS SOUTHWEST CORNER, THE NORTHWEST CORNER OF A .50 X 150 FOOT TRACT CONVEYED BY TIM MCCORMICK TO RONALD C. CUMMINGS, ET UX BY DEED DATED JANUARY 17, 1977, RECORDED IN VOLUME 1374, PAGE 551, DEED RECORDS, GRAYSON COUNTY, TEXAS AND CONTINUING FOR A TOTAL DISTANCE OF 212.90 FEET TO THE SOUTHWEST CORNER OF SAID .50 X 150 FOOT TRACT;

THENCE NORTH 75 DEG. 34 MIN. 55 SEC. EAST, WITH THE SOUTH LINE OF SAID 50 X 150 FOOT TRACT, A DISTANCE OF 150.00 FEET TO ITS SOUTHEAST CORNER ON THE WEST LINE OF SAID AUSTIN STREET FROM WHICH A CHAIN LINK FENCE CORNER POST BEARS SOUTH 04 DEG. 52 MIN. 18 SEC. WEST, 1.8 FEET;

THENCE SOUTH 14 DEG. 21 MIN. 13 SEC. EAST, WITH THE WEST LINE OF SAID AUSTIN STREET, A DISTANCE OF 228.71 FEET TO A FOUND ½ INCH REBAR MAINTAINING THE NORTHEAST CORNER OF A 2.086 ACRE TRACT CONVEYED BY WYTHEL K. MAYBORN TO DONREY OF TEXAS, INC. BY OUTCLAIM DEED AND ASSIGNMENT DATED MAY 12, 1982, RECORDED IN VOLUME 1601, PAGE 666, DEED RECORDS, GRAYSON COUNTY, TEXAS;

THENCE SOUTH 75 DEG. 06 MIN. 57 SEC. WEST, WITH THE NORTH LINE OF SAID 2.086 ACRE TRACT, A DISTANCE OF 273.83 FEET TO A FOUND ½ INCH REBAR MAINTAINING ITS NORTHWEST CORNER, ON THE EAST RIGHT-OF-WAY LINE OF SAID U. S. HIGHWAY NO. 75;

THENCE IN A NORTHERLY DIRECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID U. S. HIGHWAY NO. 75, THE FOLLOWING CALLS AND DISTANCES:

NORTH 22 DEG. 14 MIN. 00 SEC. WEST, A DISTANCE OF 284.03 FEET TO A FOUND ½ INCH REBAR;
NORTH 67 DEG. 46 MIN. 00 SEC. EAST, A DISTANCE OF 25.00 FEET TO A FOUND SPIKE NAIL;
NORTH 22 DEG. 14 MIN. 00 SEC. WEST, A DISTANCE OF 150.00 FEET TO A FOUND ½ INCH REBAR;
SOUTH 67 DEG. 46 MIN. 00 SEC. WEST, A DISTANCE OF 25.00 FEET TO A FOUND ½ INCH REBAR;
NORTH 22 DEG. 14 MIN. 00 SEC. WEST, 130.90 A DISTANCE OF FEET TO A FOUND ½ INCH REBAR;
NORTH 26 DEG. 45 MIN. 00 SEC. EAST, A DISTANCE OF 32.80 FEET TO THE PLACE OF BEGINNING AND CONTAINING 3.37 ACRES OF LAND MORE OR LESS.

I, MARSHALL SARTIN, REGISTERED PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SHERMAN, TEXAS

MARSHALL SARTIN, R.P.L.S. # 3694 DATE:

THAT, J.R. PATEL, OWNER AND DEVELOPER OF TRAVELERS INN, TO THE CITY OF SHERMAN, TEXAS, DO HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE PUBLIC USE FOREVER.

J.R. PATEL, DATE:

THE STATE OF TEXAS:
COUNTY OF GRAYSON:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED NAME, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2015.

NOTARY PUBLIC, STATE OF TEXAS

APPROVED THIS_____DAY OF_____, 2015 BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF SHERMAN, TEXAS.

CHAIRMAN

SECRETARY

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS ON THIS_____DAY OF_____, 2015

MAYOR, CITY OF SHERMAN

The undersigned, the City Clerk of the City of Sherman, Texas, hereby certifies that the foregoing final plat of TRAVELERS INN ADDITION to the City of Sherman, was submitted to the City Council on the_____ day of_____, 2015 and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein subscribed.

WITNESS MY HAND THIS_____DAY OF_____, 2015

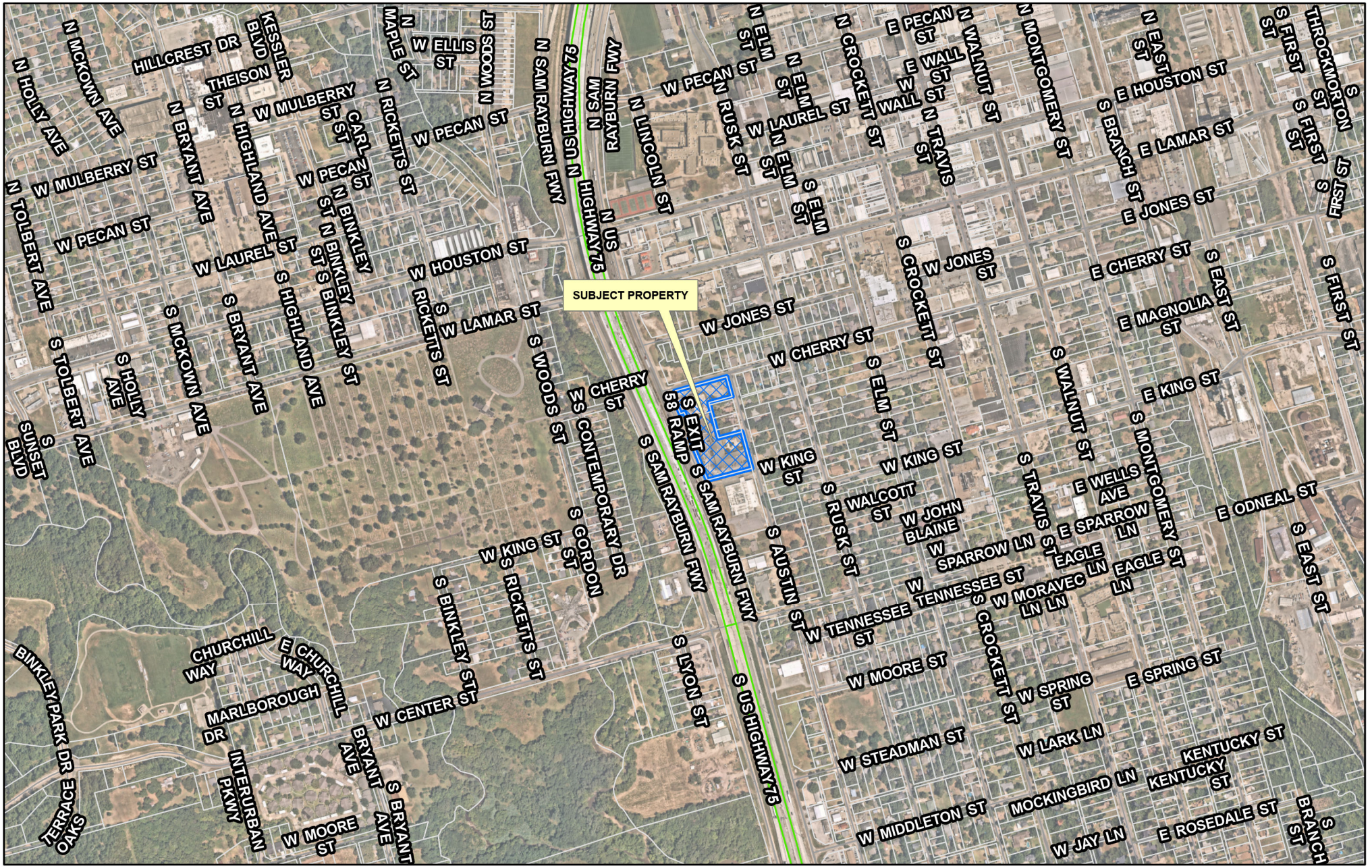
CITY CLERK, City of Sherman, Texas

OWNER / DEVELOPER:

J. R. PATEL

SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
109 S. Travis, • P.O. Box 843 • Sherman, Texas 75091-1843
PH. 903-892-8003 • FAX 903-892-2970 • EMAIL msartin@gcecisp.com

SHEET



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
401 S SAM RAYBURN FWY

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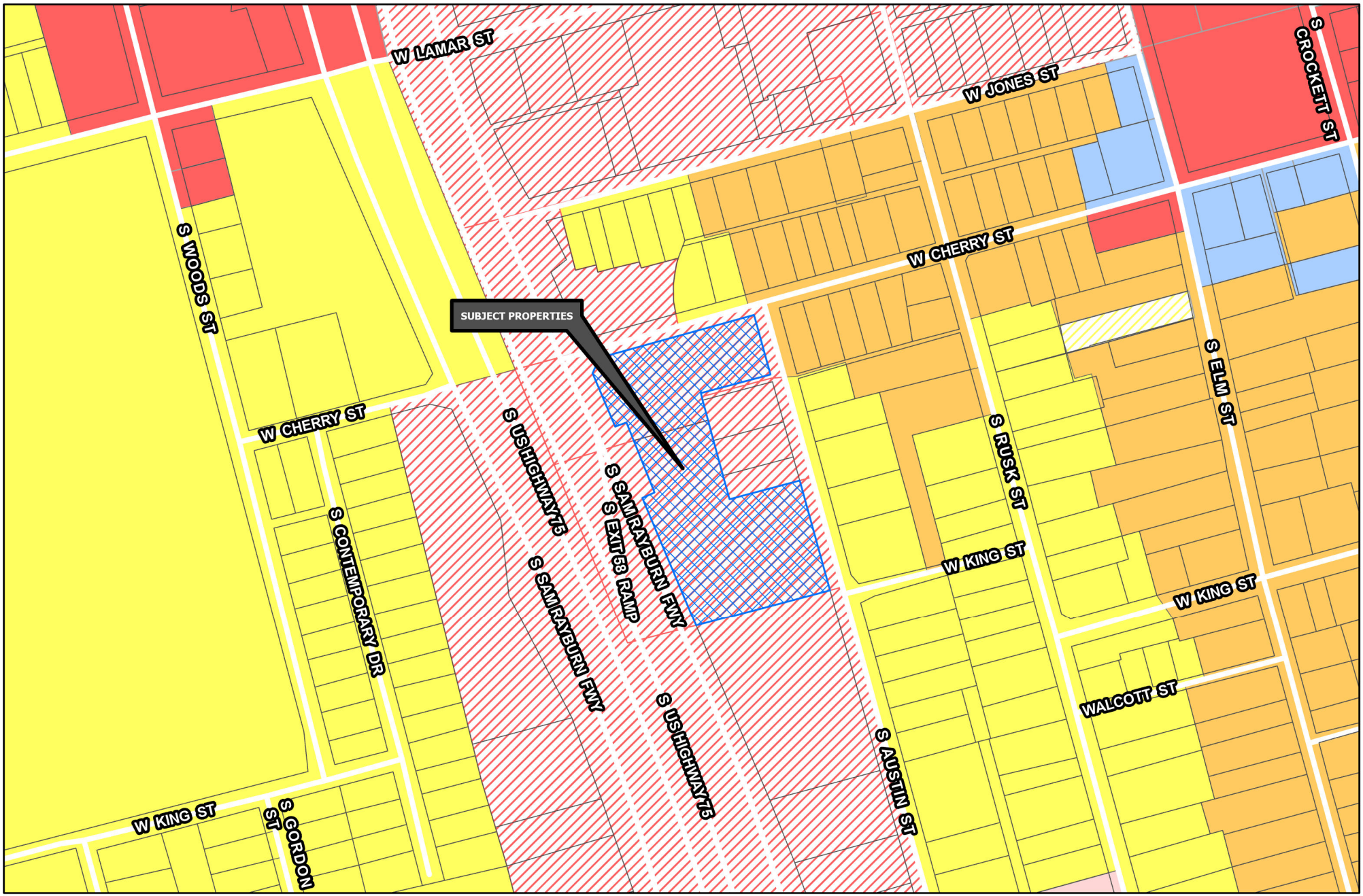
Date: 3/27/2024 3:10 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
401 S SAM RAYBURN FWY

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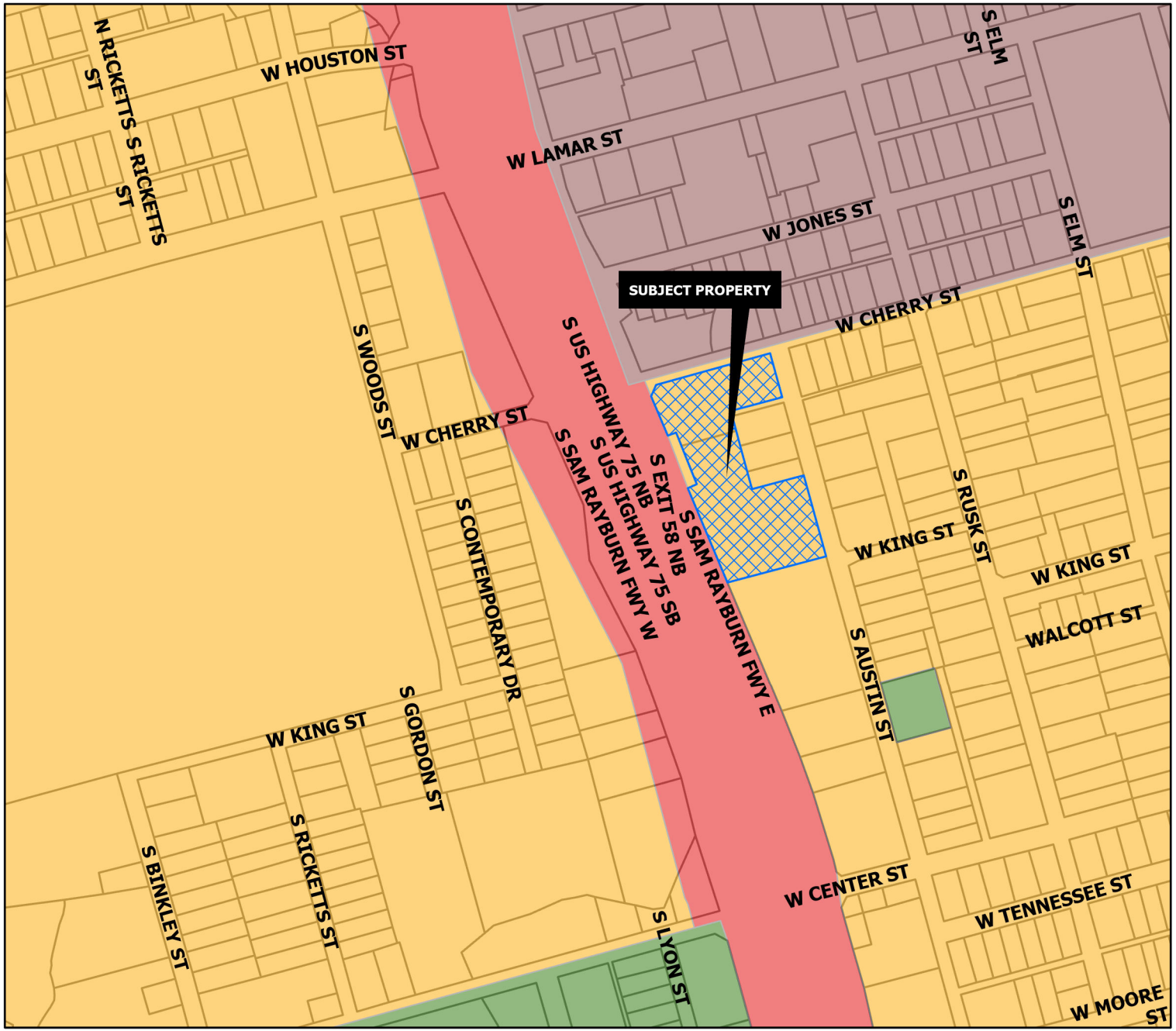
Date: 3/27/2023 1:10 PM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
401 S SAM RAYBURN FWY

N W E S

Date: 3/27/2023 1:07 PM

Marlow, Lauren

From: Planning
To: Shawn Smith; Planning
Subject: RE: Traveler's Inn - Sherman

From: Shawn Smith
Sent: Tuesday, April 2, 2024 11:22 AM

Subject:

Sent from my iPhone

Relianse Xtra LLC purchased Sherman based property "Traveler's Inn", Motel located at 401 South Sam Rayburn Freeway, Sherman, Texas 75090.

Update property to current code, rebrand to GO2 By Relianse

This in a nightly motel brand, not extended. Stays not to exceed 8 days maximum. Keeping the interior and exterior guest to keep the good feel for our guest. This brand is to keep the area clean from homeless; drug addiction; and prostitution. Intent for business travelers and Families.

Exterior would be updating parking lot, restriping, relocating the trash to the rear of the property, repainting all exterior of the building, doors, replace windows where needed. Parking lighting through out the property.

Pool area renovated to code, and landscaping throughout.

Being the property was separated from the corner lot, a separate entrance may be considered for people exiting the freeway.

Interior of rooms, replace with fresh case goods, remove carpet, for laminate flooring, fresh texture on walls, (changes are more replace item for likable item, new version. Interior Hallways will replace carpets and textured walls, Lobby will be brought to current as well, new flooring, textured walls, Lighting, replacing entry doors.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 9, 2024 Sent via Email

Haresh Surti
P.O. Box 3104
McKinney, TX 75070

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a Hotel or motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District located at 401 South Sam Rayburn Freeway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 16, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Permanent residents are not permitted. Any hotel guest may not stay longer than 30 days.
6. An Improvement Survey must be provided for existing structures, including setbacks of existing structures.
7. A complete set of elevation plans and schedule of materials used on every freestanding building shall be submitted to the planning and zoning commission *(Sec.14.03.003(d)(2))*
8. Site Plan Requirements shall be adhered to for all proposed external changes. *(14.06.004(b))*
    a. The location and arrangement of buildings on the subject property.
    b. Building setbacks and yards.
    c. Landscaping and/or walls and fences for screening purposes.
    d. Off-street parking and loading areas and design of ingress and egress to and from abutting streets.
    e. The location of screened trash receptors.
    f. Fire lanes.
9. The property must be properly maintained in a state of good repair and neat appearance.
10. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
11. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
12. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may

be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*

13. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
14. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*

Fire Services

16. Narrative requests to "update property to current code."
    * Automatic fire alarm system
    * Automatic sprinkler system
    * Emergency lighting

    Items to correct from previous inspections
    * Approved fire lane striping
    * Repair holes in walls and ceiling
    * Many electrical violations
    * Extension cords used as permanent wiring

Notate Fire Services Site Plan Detail Requirements (as applicable):

1. All Fire Lanes Marked
2. Fire Lane Width Noted
3. Fire Lane Turning Radius Noted
4. Hydrant Locations
5. All Drive Through & Walk Through Gate Locations
6. All K2 Knox Switches & Knox Box Locations
7. Notification of Building's Highest Peak Measurement

- Additional if the building is equipped throughout with an approved automatic sprinkler system.
  - FDC Locations
  - Exterior Riser Room Door Locations

Solid Waste Services

17. Provide a Site Plan showing where the Dumpster shall be relocated.
18. All refuse areas shall be screened. Enclosures shall be constructed of masonry or similar durable material *(Sec. 14.04.004(d)(4))*

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.2.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6732

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Hotel Or Motel In A C-1 (Retail Business) District/Sam Rayburn Overlay District., Located At 401 South Sam Rayburn Freeway, Consisting Of 2.11 Acres Being A Part Of The Samuel Blagg Survey, Abstract No. 56 And Being Lot 2 In Block 1 Of Travelers Inn Addition, City Of Sherman, Grayson County, Texas Haresh Surti (Owner) And Sartin & Associates, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 2.11 acres of land located at 401 South Sam Rayburn Freeway to Allow a Hotel or motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District.

Background:

The property is located at 401 South Sam Rayburn Freeway between West Cherry Street and West Center Street. The owner is requesting a Specific Use Permit to allow a Hotel or motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District.

The following has been approved for this location:

- 2/13/1990 – Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- 1/12/1993 – Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- 4/8/2003 - Specific Use Permit to allow a private club in C-2 (General Commercial) District
- 5/18/2004 - Specific Use Permit to allow a private club in C-2 (General Commercial) District
- 5/19/2009 - Specific Use Permit to allow a private club (sports bar) in C-2 (General Commercial) District
- 4/16/2024 - A. Public Hearing and Zone Change from a C-2 (General Commercial) District/Sam Rayburn Overlay District to a C-1 (Retail Business) District/Sam Rayburn Overlay District.

Origination:

Haresh Surti (Owner)
Sartin & Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:
At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter being tied to Haresh Surti for one year. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item conditional on the approval of the zone change from C-2 to C-1.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6732
2. Exhibit A - Survey and Legal Description
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Elevations
9. Narrative
10. Staff Review Letter

ORDINANCE NO. 6732

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL OR MOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT/SAM RAYBURN OVERLAY DISTRICT., LOCATED AT 401 SOUTH SAM RAYBURN FREEWAY, CONSISTING OF 2.11 ACRES BEING A PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 AND BEING LOT 2 IN BLOCK 1 OF TRAVELERS INN ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS HARESH SURTI (OWNER) AND SARTIN & ASSOCIATES, INC. (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 401 South Sam Rayburn Freeway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Hotel or motel, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey and Legal Description**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.

1. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
2. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. Permanent residents are not permitted. Any hotel guest may not stay longer than 30 days.
5. A tabulation providing number of units, retail, office and other uses, required parking and provided parking is not shown on the Site Plan.

a. 1 parking space for every unit plus the required parking for retail, office, and other uses as applicable *(Sec. 14.04.003(e)(1))*
b. Parking shown must indicate size of parking spaces.

6. Parking lot improvements shall be implemented within 90 days of the granting of this Specific Use Permit.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

<u>Engineering</u>

13. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)

<u>Fire Services</u>

Below are the fire codes and/or ordinances that could not be confirmed or were in violation. This is not all the codes and/or ordinances that shall be followed.

<u>Building is NOT equipped throughout with an approved automatic sprinkler system.</u>

14. [ ] 503.1.1 Amended - Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Except for one- or two-family dwellings, the path of measurements shall be along a minimum ten foot (10') wide level (not exceeding 3 percent grade) and unobstructed pathway around the external walls of the structure. *(Located In City Ordinances Amendments)*
15. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Building is equipped throughout with an approved automatic sprinkler system.

16. [ ] 503.1.1 Amended - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. *(Located In City Ordinances Amendments)*
17. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
18. [ ] 903.3.7 Amended - Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. Fire department connections shall be located not more than 100 ft (30.5 m) from the nearest fire hydrant connected to an approved water supply. Fire department connections shall be a 2.5-inch threaded fitting design. Fire department connections shall be equipped with locking Knox caps that operate with the Authority Having Jurisdiction's Knox key. *(Located In City Ordinances Amendments)*
19. [ ] 914.3.1.1.1.1 Amended - Exterior access door directly into the sprinkler control room is required. *(Located In City Ordinances Amendments*

Building is NOT over 3 stories or 30' in height or 62,000 square feet in gross area.

20. [ ] 503.2.1 Amended - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'.
21. [ ] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 24 feet or approved by fire code official. *(Located In City Ordinances Amendments)*
22. [ ] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. *(Located In City Ordinances Amendments)*
23. [ ] D103.1 - Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26', exclusive of shoulders.

Building is over 3 stories or 30' in height or 62,000 square feet in gross area.

24. [ ] D105.2 - Aerial fire apparatus access roads shall have a minimum unobstructed width of 26', exclusive of shoulders, in the immediate vicinity of the building or portion thereof.

25. [ ] D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
26. [ ] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 26 feet or approved by fire code official. *(Located In City Ordinances Amendments)*
27. [ ] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150’ in length shall be provided with a 100’ diameter cul-de-sac or 120' hammerhead at 26’ wide fire lane. *(Located In City Ordinances Amendments)*
28. [ ] D104.1 - Buildings or facilities exceeding 30' or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

Other Codes That May Apply.

29. [ ] 503.7 Amended - Hose lay shall be measured from the centerline of the fire lane along an unobstructed and level path measuring 10 feet in width. *(Located In City Ordinances Amendments)*
30. [ ] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. *(Located In City Ordinances Amendments)*

Solid Waste Services

31. All refuse areas shall be screened. Enclosures shall be constructed of masonry or similar durable material *(Sec. 14.04.004(d)(4))*
32. Enclosure shall be 10’ wide by 10’ deep.

Additional Conditions:

33. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
34. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Haresh Surti is the lessee of the Property.
35. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman’s Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

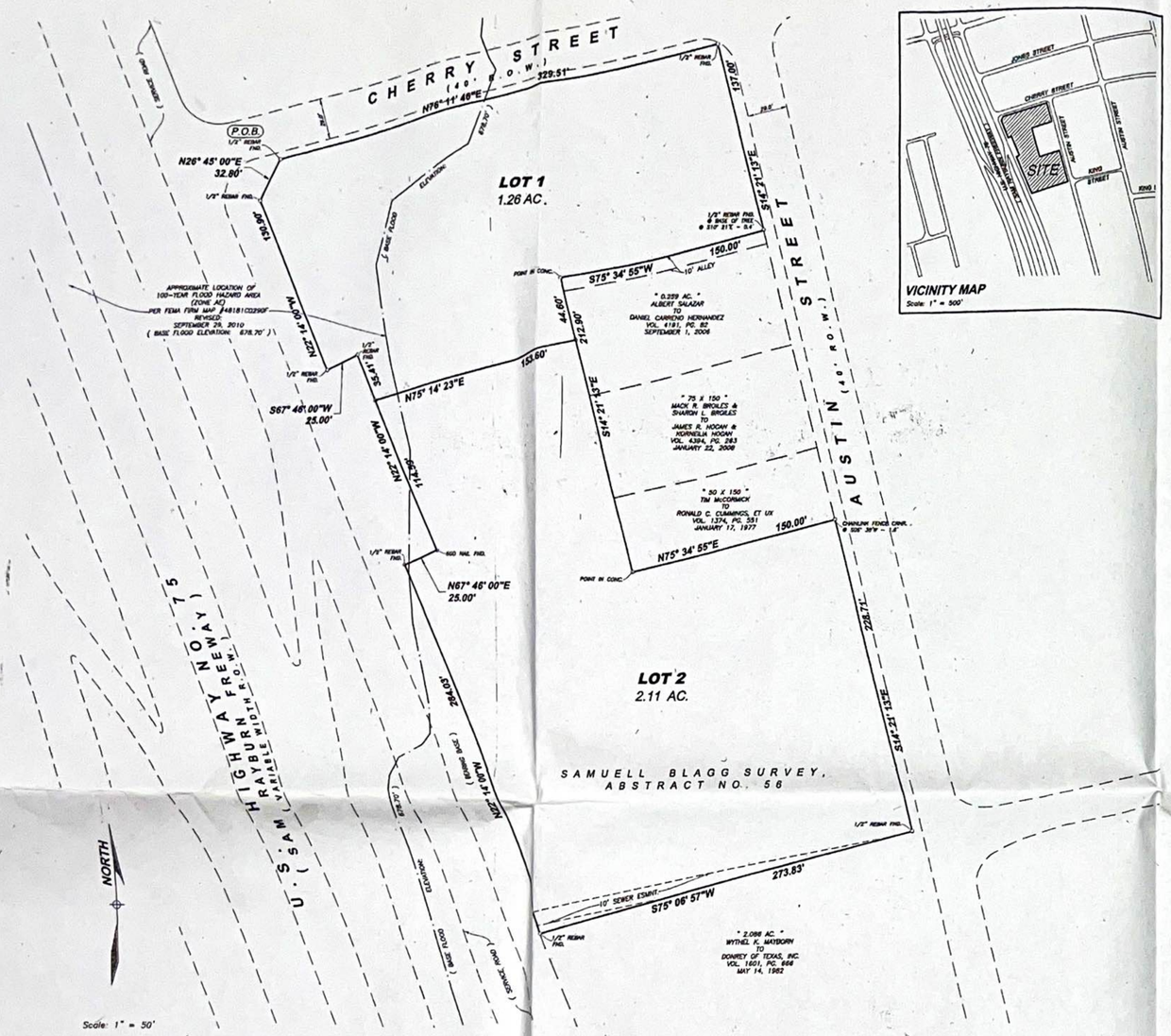
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



FINAL PLAT
OF
TRAVELERS INN ADDITION
TO
THE CITY OF SHERMAN, TEXAS

BEING 3.37 ACRES OUT OF THE

SAMUELL BLAGG SURVEY ABST. NO. 56

A REPLAT OF LOTS SEVEN (7), EIGHT (8), AND NINE (9) OF BLOCK ONE (1) OF McBRIDE'S ADDITION

Grayson_ 163428

SHEET 01 OF 02

FIELD NOTES

SITUATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS, BEING A PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, BEING THE SAME 3.37 ACRE TRACT CONVEYED BY SCJAL CORPORATION TO J. R. PATEL, ET UX BY DEED DATED JULY 23, 2002, RECORDED IN VOLUME 3285, PAGE 836, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, SAID 3.37 ACRE TRACT ENCOMPASSES LOTS SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK ONE (1) OF MCBRIDES ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 125, PAGE 53, DEED RECORDS, GRAYSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT;

BEGINNING AT FOUND ½ INCH REBAR MAINTAINING THE NORTHERLY NORTHWEST CORNER OF SAID 3.37 ACRE TRACT, AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 75, (ALSO KNOWN AS SAM RAYBURN FREEWAY.) WITH THE SOUTH LINE OF CHERRY STREET;

THENCE NORTH 76 DEG. 11 MIN. 46 SEC. EAST, WITH THE SOUTH LINE OF SAID CHERRY STREET, A DISTANCE OF 329.51 FEET TO A FOUND ½ INCH REBAR AT THE INTERSECTION OF THE SOUTH LINE OF SAID CHERRY STREET WITH THE WEST LINE OF AUSTIN STREET;

THENCE SOUTH 14 DEG. 21 MIN. 13 SEC. EAST, WITH THE WEST LINE OF SAID AUSTIN STREET, A DISTANCE OF 137.00 FEET TO THE NORTHEAST CORNER OF AN 0.359 ACRE TRACT CONVEYED BY ALBERT SALAZAR TO DANIEL CARREVIO HERNANDEZ BY DEED DATED SEPTEMBER 1, 2006, RECORDED IN VOLUME 4191, PAGE 82, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, FROM WHICH A FOUND ½ INCH REBAR AT THE BASE OF A TREE MAINTAINING BEARS SOUTH 10 DEG. 21 MIN. EAST, 0.4 FEET;

THENCE SOUTH 75 DEG. 34 MIN. 55 SEC. WEST, WITH THE NORTH LINE OF SAID 0.359 ACRE TRACT, A DISTANCE OF 150.00 FEET ITS NORTHWEST CORNER IN CONCRETE;

THENCE SOUTH 14 DEG. 21 MIN. 13 SEC. EAST, WITH THE WEST LINE OF SAID 0.359 ACRE TRACT, PASSING ITS SOUTHWEST CORNER, THE NORTHWEST CORNER OF A .75 X 150 FOOT TRACT CONVEYED BY MACK R. BROILES AND SHARON L. BROILES TO JAMES E. HOGAN AND KORNELIA HOGAN BY DEED DATED JANUARY 22, 2008, RECORDED IN VOLUME 4394, PAGE 263, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS AND CONTINUING WITH THE WEST LINE OF SAID .75 X 150 FOOT TRACT, PASSING ITS SOUTHWEST CORNER, THE NORTHWEST CORNER OF A .50 X 150 FOOT TRACT CONVEYED BY TIM MCCORMICK TO RONALD C. CUMMINGS, ET UX BY DEED DATED JANUARY 17, 1977, RECORDED IN VOLUME 1374, PAGE 551, DEED RECORDS, GRAYSON COUNTY, TEXAS AND CONTINUING FOR A TOTAL DISTANCE OF 212.90 FEET TO THE SOUTHWEST CORNER OF SAID .50 X 150 FOOT TRACT;

THENCE NORTH 75 DEG. 34 MIN. 55 SEC. EAST, WITH THE SOUTH LINE OF SAID 50 X 150 FOOT TRACT, A DISTANCE OF 150.00 FEET TO ITS SOUTHEAST CORNER ON THE WEST LINE OF SAID AUSTIN STREET FROM WHICH A CHAIN LINK FENCE CORNER POST BEARS SOUTH 04 DEG. 52 MIN. 18 SEC. WEST, 1.8 FEET;

THENCE SOUTH 14 DEG. 21 MIN. 13 SEC. EAST, WITH THE WEST LINE OF SAID AUSTIN STREET, A DISTANCE OF 228.71 FEET TO A FOUND ½ INCH REBAR MAINTAINING THE NORTHEAST CORNER OF A 2.086 ACRE TRACT CONVEYED BY WYTHEL K. MAYBORN TO DONREY OF TEXAS, INC. BY OUTCLAIM DEED AND ASSIGNMENT DATED MAY 12, 1982, RECORDED IN VOLUME 1601, PAGE 666, DEED RECORDS, GRAYSON COUNTY, TEXAS;

THENCE SOUTH 75 DEG. 06 MIN. 57 SEC. WEST, WITH THE NORTH LINE OF SAID 2.086 ACRE TRACT, A DISTANCE OF 273.83 FEET TO A FOUND ½ INCH REBAR MAINTAINING ITS NORTHWEST CORNER, ON THE EAST RIGHT-OF-WAY LINE OF SAID U. S. HIGHWAY NO. 75;

THENCE IN A NORTHERLY DIRECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID U. S. HIGHWAY NO. 75, THE FOLLOWING CALLS AND DISTANCES:

NORTH 22 DEG. 14 MIN. 00 SEC. WEST, A DISTANCE OF 284.03 FEET TO A FOUND ½ INCH REBAR;
NORTH 67 DEG. 46 MIN. 00 SEC. EAST, A DISTANCE OF 25.00 FEET TO A FOUND SPIKE NAIL;
NORTH 22 DEG. 14 MIN. 00 SEC. WEST, A DISTANCE OF 150.00 FEET TO A FOUND ½ INCH REBAR;
SOUTH 67 DEG. 46 MIN. 00 SEC. WEST, A DISTANCE OF 25.00 FEET TO A FOUND ½ INCH REBAR;
NORTH 22 DEG. 14 MIN. 00 SEC. WEST, 130.90 A DISTANCE OF FEET TO A FOUND ½ INCH REBAR;
NORTH 26 DEG. 45 MIN. 00 SEC. EAST, A DISTANCE OF 32.80 FEET TO THE PLACE OF BEGINNING AND CONTAINING 3.37 ACRES OF LAND MORE OR LESS.

I, MARSHALL SARTIN, REGISTERED PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SHERMAN, TEXAS

MARSHALL SARTIN, R.P.L.S. # 3694 DATE:

THAT, J.R. PATEL, OWNER AND DEVELOPER OF TRAVELERS INN, TO THE CITY OF SHERMAN, TEXAS, DO HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE PUBLIC USE FOREVER.

J.R. PATEL, DATE:

THE STATE OF TEXAS:
COUNTY OF GRAYSON:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED NAME, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2015.

NOTARY PUBLIC, STATE OF TEXAS

APPROVED THIS_____DAY OF_____, 2015 BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF SHERMAN, TEXAS.

CHAIRMAN

SECRETARY

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS ON THIS_____DAY OF_____, 2015

MAYOR, CITY OF SHERMAN

The undersigned, the City Clerk of the City of Sherman, Texas, hereby certifies that the foregoing final plat of TRAVELERS INN ADDITION to the City of Sherman, was submitted to the City Council on the_____ day of_____, 2015 and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein subscribed.

WITNESS MY HAND THIS_____DAY OF_____, 2015

CITY CLERK, City of Sherman, Texas

OWNER / DEVELOPER:

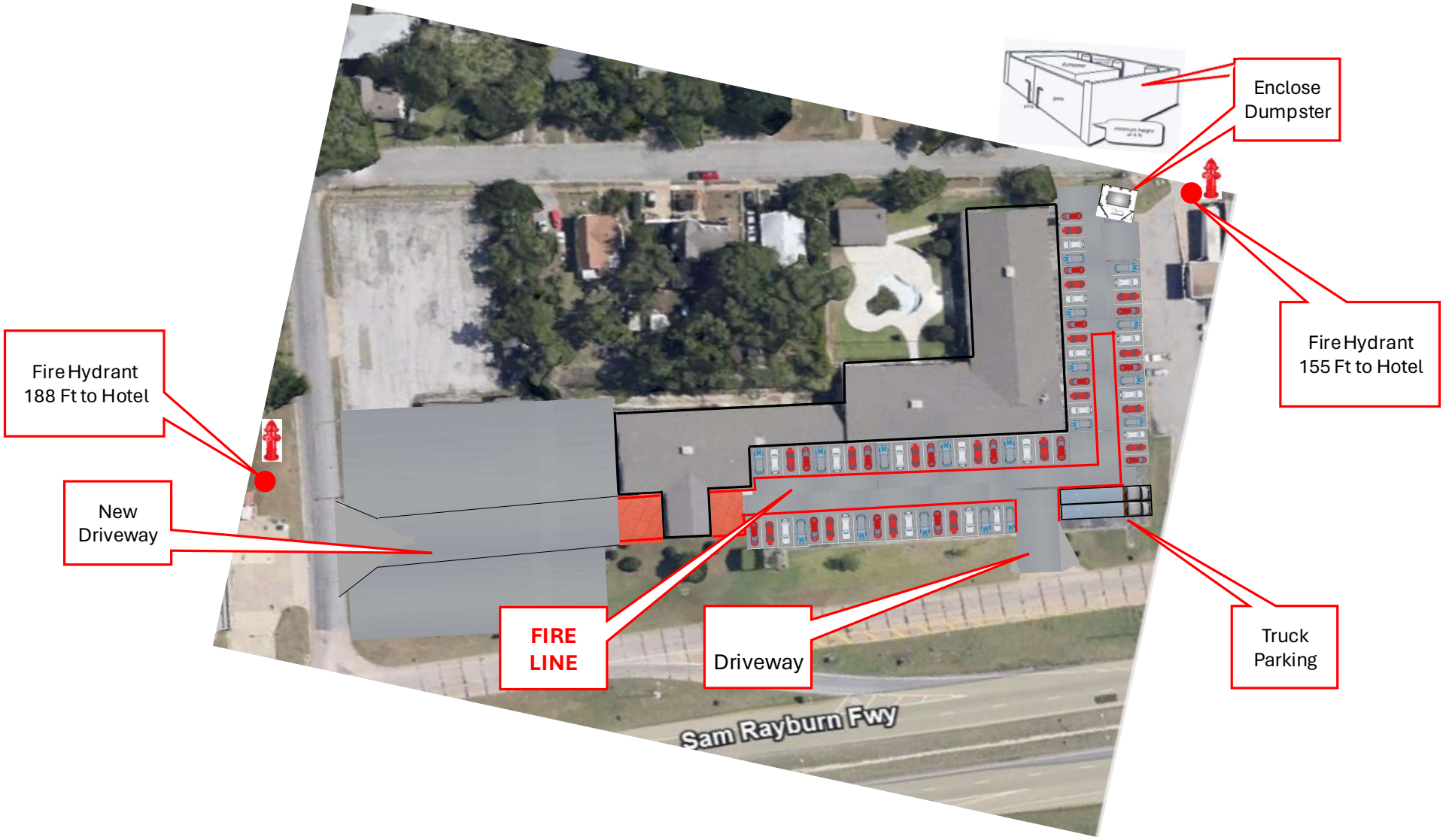
J. R. PATEL

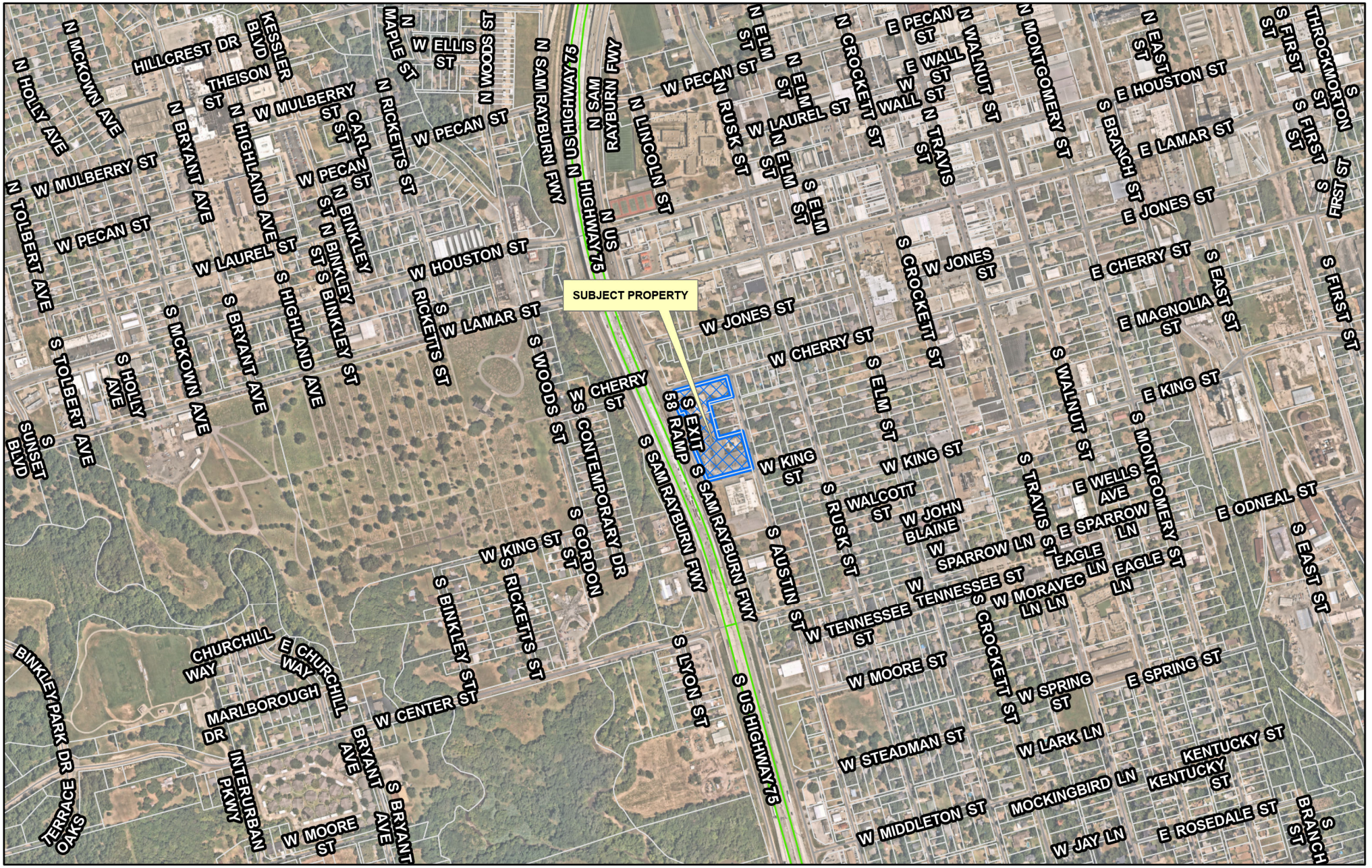
SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
109 S. Travis, • P.O. Box 843 • Sherman, Texas 75091-1843
PH. 903-892-8003 • FAX 903-892-2970 • EMAIL msartin@gcecisp.com

SHEET

EXHIBIT B

- Property Line Boundary
- Red Line is Property line
- Orange Line / White box is the distance


Enclose Dumpster
Fire Hydrant 155 Ft to Hotel
Fire Hydrant 188 Ft to Hotel
New Driveway
FIRE LINE
Driveway
Truck Parking
Sam Rayburn Fwy



dlagrone H:\PLANNING\Public Notification KT.aprx

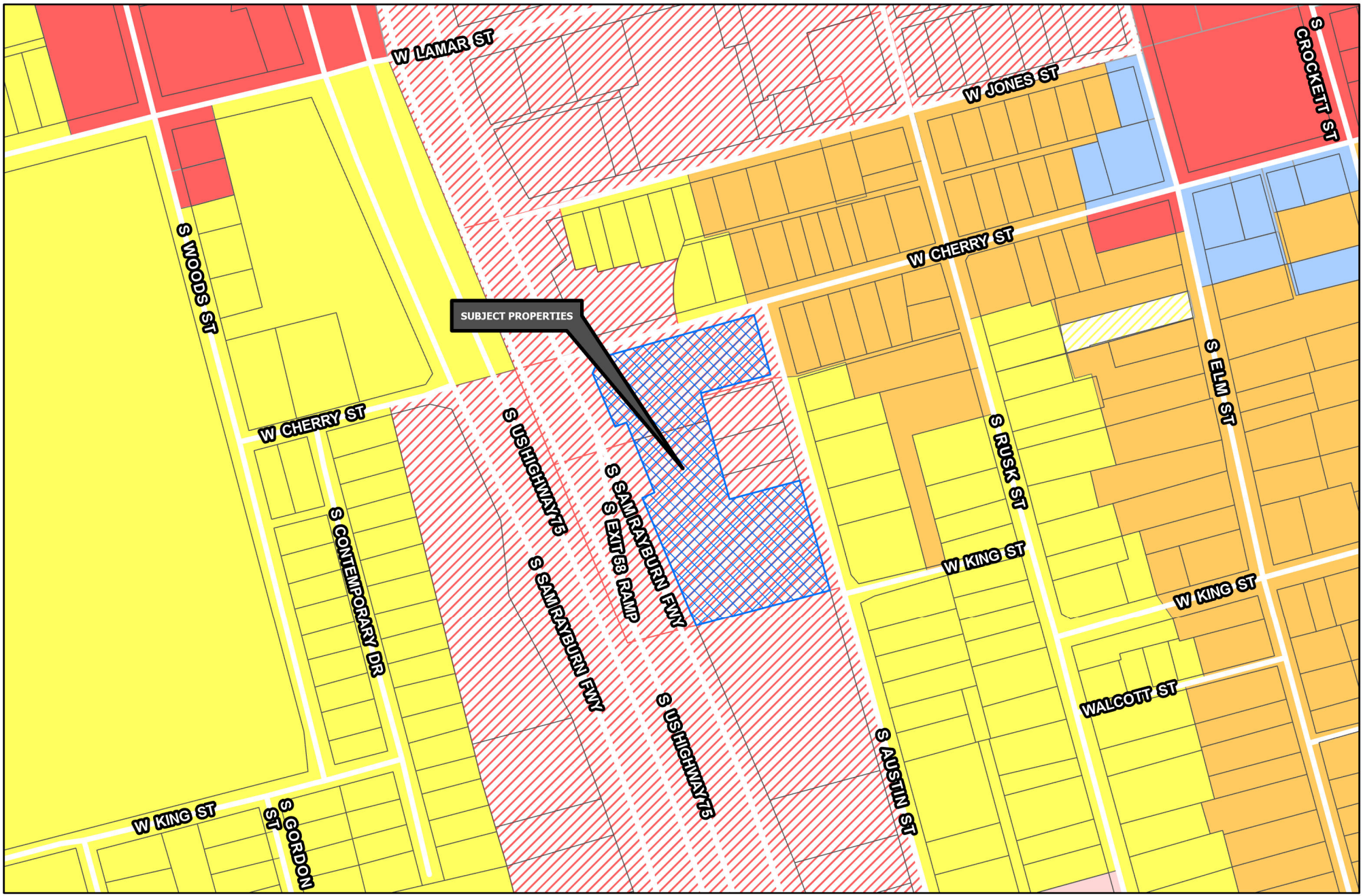
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
401 S SAM RAYBURN FWY

N
W E
S

Date: 3/27/2024 3:10 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

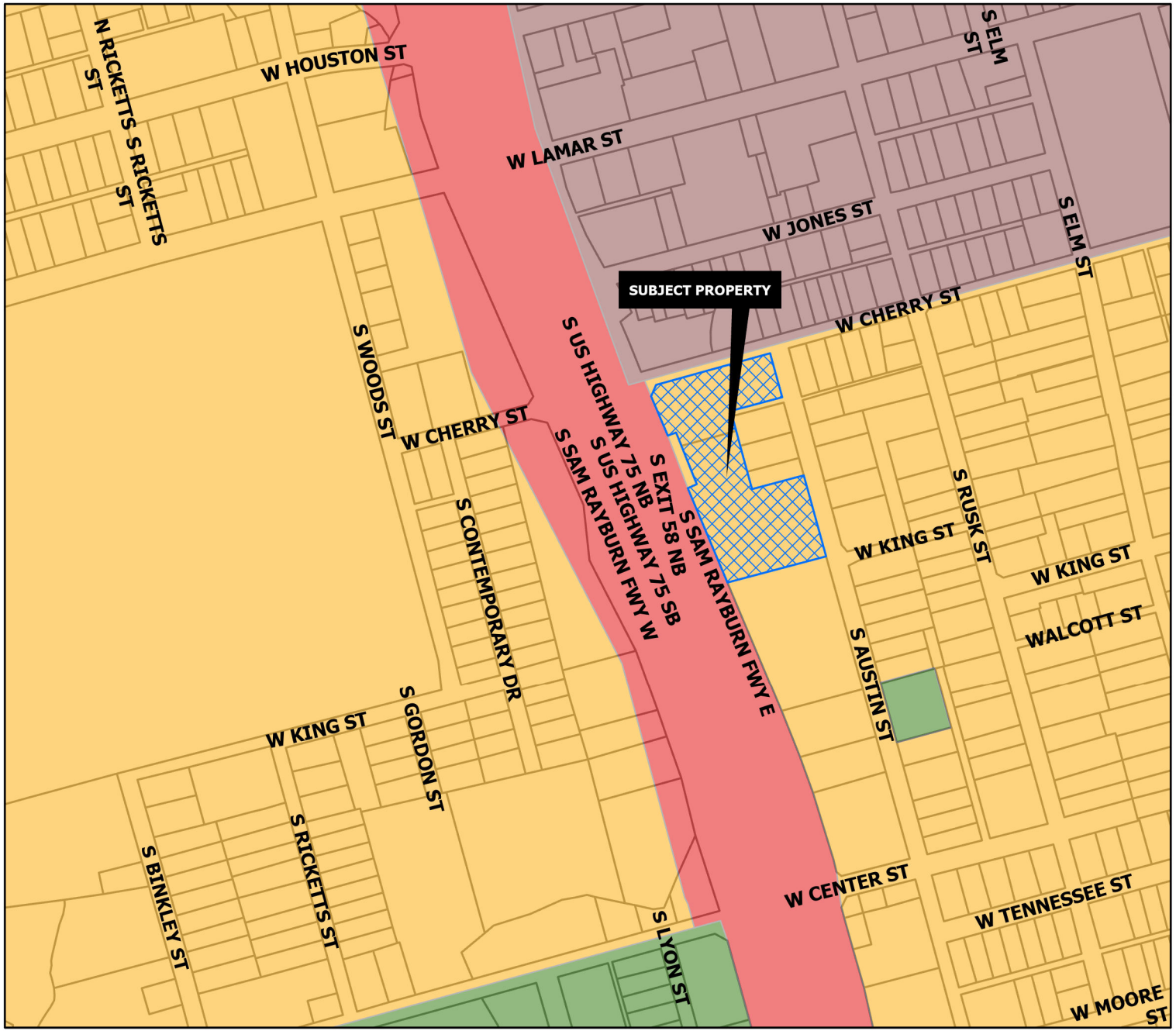
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
401 S SAM RAYBURN FWY

N
W E
S

Date: 3/27/2024 4:10 PM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
401 S SAM RAYBURN FWY

N W E S

Date: 3/27/2023 1:07 PM

Marlow, Lauren

From: Planning
To: Shawn Smith; Planning
Subject: RE: Traveler's Inn - Sherman

From: Shawn Smith
Sent: Tuesday, April 2, 2024 11:22 AM

Subject:

Sent from my iPhone

401 South Sam Rayburn Freeway, Sherman, TX

Current

401 South Sam Rayburn Freeway, Sherman, TX

After

Current

Face Lift with Stucco

After

After: Color Concept

Relianse Xtra LLC purchased Sherman based property "Traveler's Inn", Motel located at 401 South Sam Rayburn Freeway, Sherman, Texas 75090.

Update property to current code, rebrand to GO2 By Relianse

This in a nightly motel brand, not extended. Stays not to exceed 8 days maximum. Keeping the interior and exterior guest to keep the good feel for our guest. This brand is to keep the area clean from homeless; drug addiction; and prostitution. Intent for business travelers and Families.

Exterior would be updating parking lot, restriping, relocating the trash to the rear of the property, repainting all exterior of the building, doors, replace windows where needed. Parking lighting through out the property.

Pool area renovated to code, and landscaping throughout.

Being the property was separated from the corner lot, a separate entrance may be considered for people exiting the freeway.

Interior of rooms, replace with fresh case goods, remove carpet, for laminate flooring, fresh texture on walls, (changes are more replace item for likable item, new version. Interior Hallways will replace carpets and textured walls, Lobby will be brought to current as well, new flooring, textured walls, Lighting, replacing entry doors.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 14, 2024 Sent via Email

Haresh Surti
P.O. Box 3104
McKinney, TX 75070

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a Hotel or motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District located at 401 South Sam Rayburn Freeway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 21, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Permanent residents are not permitted. Any hotel guest may not stay longer than 30 days.
6. A tabulation providing number of units, retail, office and other uses, required parking and provided parking is not shown on the Site Plan.
    a. 1 parking space for every unit plus the required parking for retail, office, and other uses as applicable *(Sec. 14.04.003(e)(1))*
    b. Parking shown must indicate size of parking spaces.
7. Parking lot improvements shall be implemented within 90 days of the granting of this Specific Use Permit.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
10. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
11. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.

13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

14. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)

Fire Services

Below are the fire codes and/or ordinances that could not be confirmed or were in violation. This is not all the codes and/or ordinances that shall be followed.

Building is NOT equipped throughout with an approved automatic sprinkler system.

15. [ ] 503.1.1 Amended - Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Except for one- or two-family dwellings, the path of measurements shall be along a minimum ten foot (10') wide level (not exceeding 3 percent grade) and unobstructed pathway around the external walls of the structure. *(Located In City Ordinances Amendments)*
16. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Building is equipped throughout with an approved automatic sprinkler system.

17. [ ] 503.1.1 Amended - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. *(Located In City Ordinances Amendments)*
18. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
19. [ ] 903.3.7 Amended - Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. Fire department connections shall be located not more than 100 ft (30.5 m) from the nearest fire hydrant connected to an approved water supply. Fire department connections shall be a 2.5-inch threaded fitting design. Fire department connections shall be equipped with locking Knox caps that operate with the Authority Having Jurisdiction's Knox key. *(Located In City Ordinances Amendments)*
20. [ ] 914.3.1.1.1.1 Amended - Exterior access door directly into the sprinkler control room is required. *(Located In City Ordinances Amendments*

Building is NOT over 3 stories or 30' in height or 62,000 square feet in gross area.

21. [ ] 503.2.1 Amended - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'.
22. [ ] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 24 feet or approved by fire code official. *(Located In City Ordinances Amendments)*
23. [ ] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. *(Located In City Ordinances Amendments)*
24. [ ] D103.1 - Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26', exclusive of shoulders.

Building is over 3 stories or 30' in height or 62,000 square feet in gross area.

25. [ ] D105.2 - Aerial fire apparatus access roads shall have a minimum unobstructed width of 26', exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
26. [ ] D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of

the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

27. [ ] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 26 feet or approved by fire code official. *(Located In City Ordinances Amendments)*
28. [ ] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 26' wide fire lane. *(Located In City Ordinances Amendments)*
29. [ ] D104.1 - Buildings or facilities exceeding 30' or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

Other Codes That May Apply.

30. [ ] 503.7 Amended - Hose lay shall be measured from the centerline of the fire lane along an unobstructed and level path measuring 10 feet in width. *(Located In City Ordinances Amendments)*
31. [ ] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. *(Located In City Ordinances Amendments)*

Solid Waste Services

32. Provide a Site Plan showing where the Dumpster shall be relocated.
33. All refuse areas shall be screened. Enclosures shall be constructed of masonry or similar durable material *(Sec. 14.04.004(d)(4))*
34. Enclosure shall be 10' wide by 10' deep.

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.3.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6733

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting of 6.68 Acres Being A Part Of The Preston Kitchens Survey, Abstract No. 667, City Of Sherman, Grayson County, Texas, Located In The 2400-2500 Blocks South East Street, Heretofore Zoned R-5 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Three Oaks Development Construction Company (Owner) and Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

Issue:

Consideration of a Zone Change for 6.68 acres of land located in the 2400-2500 Blocks South East Street from an R-5 (Single Family Residential) District to an R-4 (Single Family Residential) District.

Background:

The property is located in the 2400-2500 Blocks South East Street between South East Street and South Crockett Street. The owner is requesting a Zone Change from an R-5 (Single Family Residential) District to R-4 (Single Family Residential) District.

Section 1 is zoned R-6 (Single Family Residential) District with 52 lots that are 60' wide.
Section 2 is zoned R-5 (Single Family Residential) District with 82 lots that are 50' wide.
Section 3 is zoned R-5 (Single Family Residential) District with 10 lots that are 50' wide and 7 lots that are 60' wide
Section 4 is currently zoned R-5 and the developer is proposing 16 lots that are 40' wide, 56 lots that are 50' wide and 19 lots that are 60' wide.

The following has been approved for this location:

- 06/20/23 - Public Hearing and Zone Change from an R-A (Residential Agricultural) District to an R-5 (Single Family Residential) District.
- 1/17/2024 - Preliminary Plat of Three Oaks Addition, Section 3 (CONDITIONALLY APPROVED)
- 3/15/2024 - Preliminary Plat of Three Oaks Addition, Section 4 (CONDITIONALLY APPROVED)

Origination:

Three Oaks Development Construction Company (Owner)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:
None

Staff Recommendation:
At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6733
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Survey for R4 Lots
8. Zone Change Lot Layouts
9. Narrative

ORDINANCE NO. 6733

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 6.68 ACRES BEING A PART OF THE PRESTON KITCHENS SURVEY, ABSTRACT NO. 667, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2400-2500 BLOCKS SOUTH EAST STREET, HERETOFORE ZONED R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, THREE OAKS DEVELOPMENT CONSTRUCTION COMPANY (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at in the 2400-2500 Blocks South East Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

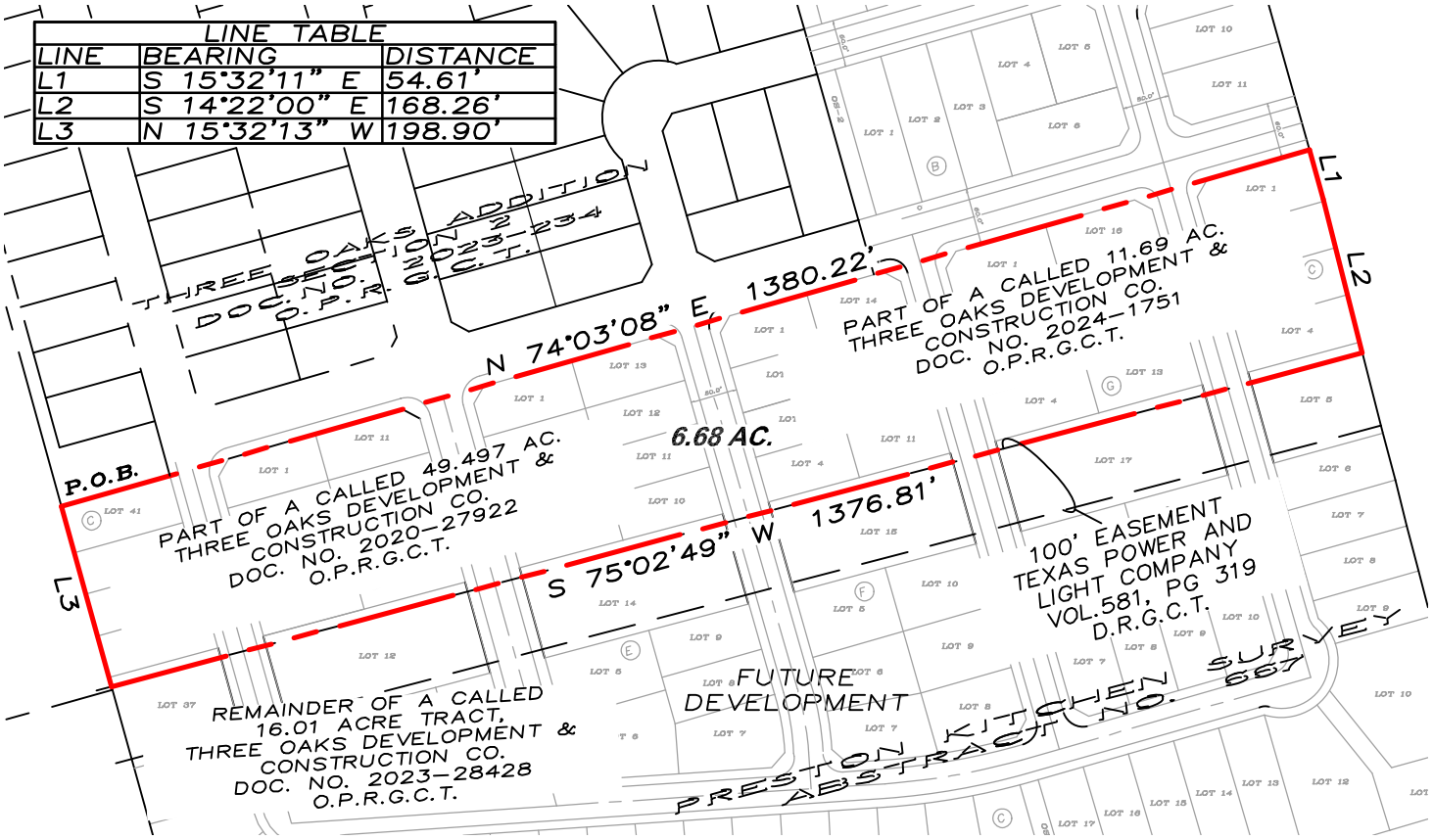
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 15°32'11" E	54.61'
L2	S 14°22'00" E	168.26'
L3	N 15°32'13" W	198.90'



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of The Preston Kitchens Survey, Abstract No. 667 and being a part of a called 49.497 acre tract of land described in the deed to Three Oaks Development and Construction Company, recorded in Document No. 2020–27922, Real Property Records, Grayson County, Texas, and part of a called 11.69 acre tract of land described in the deed to Three Oaks Development and Construction Company, recorded in Document No. 2024–1751, said Real Property Records, and described by metes and bounds as follows:

Beginning at a 1/2" steel rod previously set for the southwest corner of Three Oaks Addition, Section 2, according to the plat thereof recorded in Document No. 2023–234, Plat Records, Grayson County, Texas, and on the westerly line of said 49.497 acre tract;

Thence North 74°03'08" East, crossing said 49.497 acre tract, and crossing said 11.69 acre tract, a distance of 1380.22 feet to the northeast corner of the herein described tract of land, and on the easterly line of said 11.69 acre tract;
Thence South 15°32'11" East, with the easterly line of said 11.69 acre tract, a distance of 54.61 feet to a point;
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Thence South 75°02'49" West, crossing said 11.69 acre tract, and crossing said 49.497 acre tract, a distance of 1376.81 feet to the southwest corner of the herein described tract of land, and on the westerly line of said 49.497 acre tract;
Thence North 15°32'13" West, with the westerly line of said 49.497 acre tract, a distance of 198.90 feet to the Point of Beginning and containing 6.68 acres of land, more or less.

JOB NO. 24010056 – Z

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

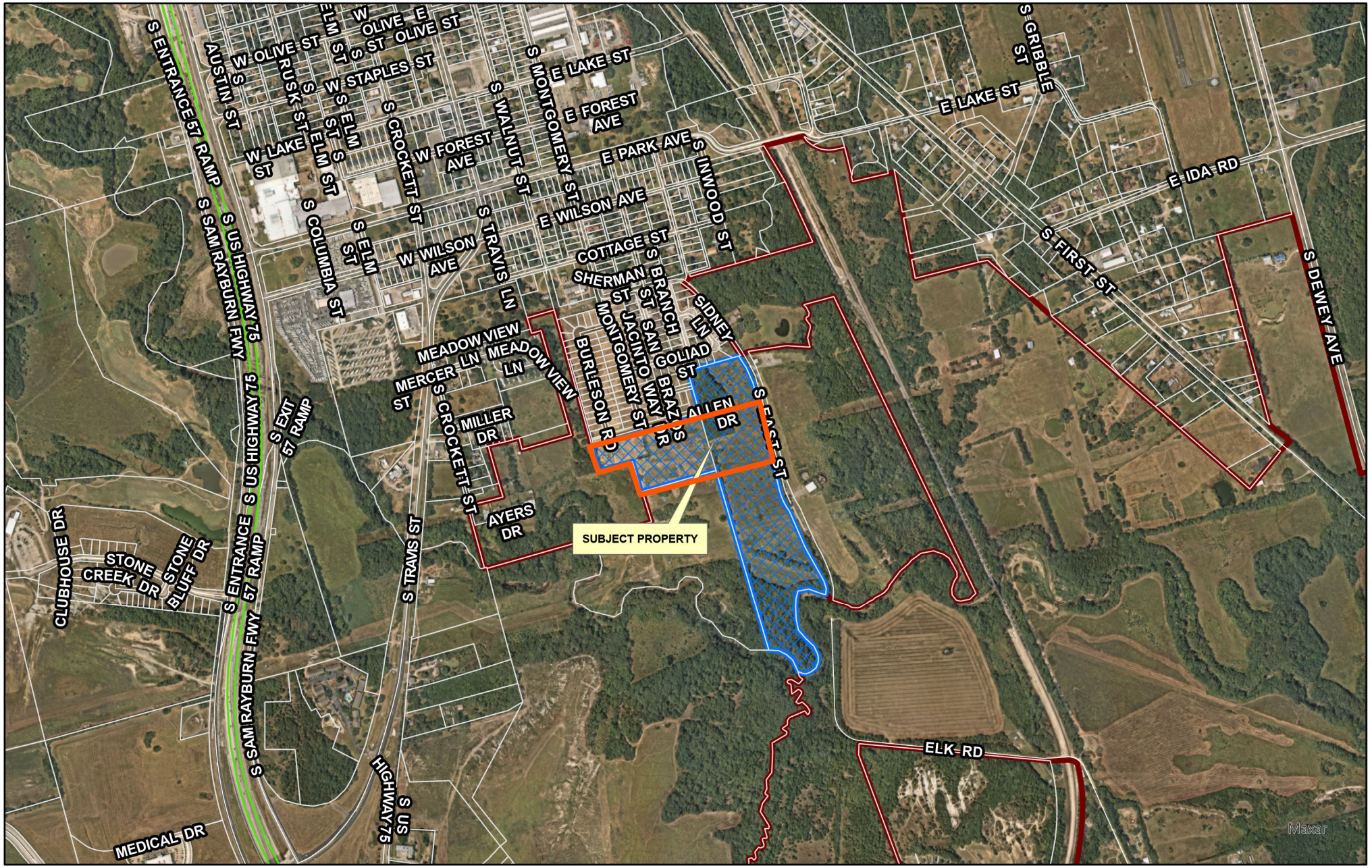
DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

ZONING

UNDERWOOD
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465–2151 FAX: (903) 465–2352

DATE:	04/30/2024
DRAWN BY:	BNH
APPROVED BY:	DWU
SCALE:	1" = 200'

THREE OAKS DEVELOPMENT & CONSTRUCTION CO.



dlagrone H:\PLANNING\Public Notification KT.aprx

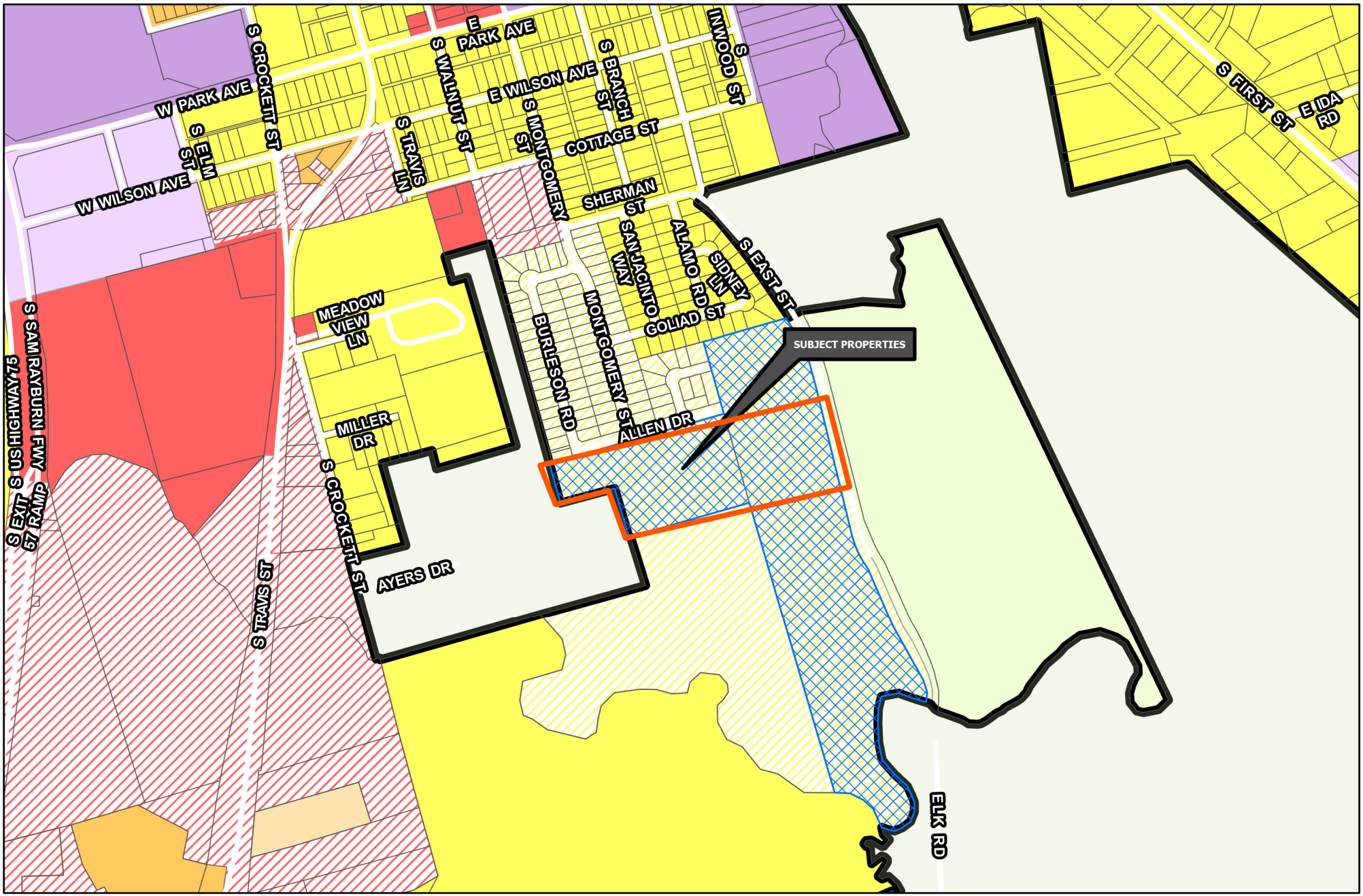
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2400-2500 BLKS S EAST ST

N
W E
S

Date: 4/30/2024 9:29 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

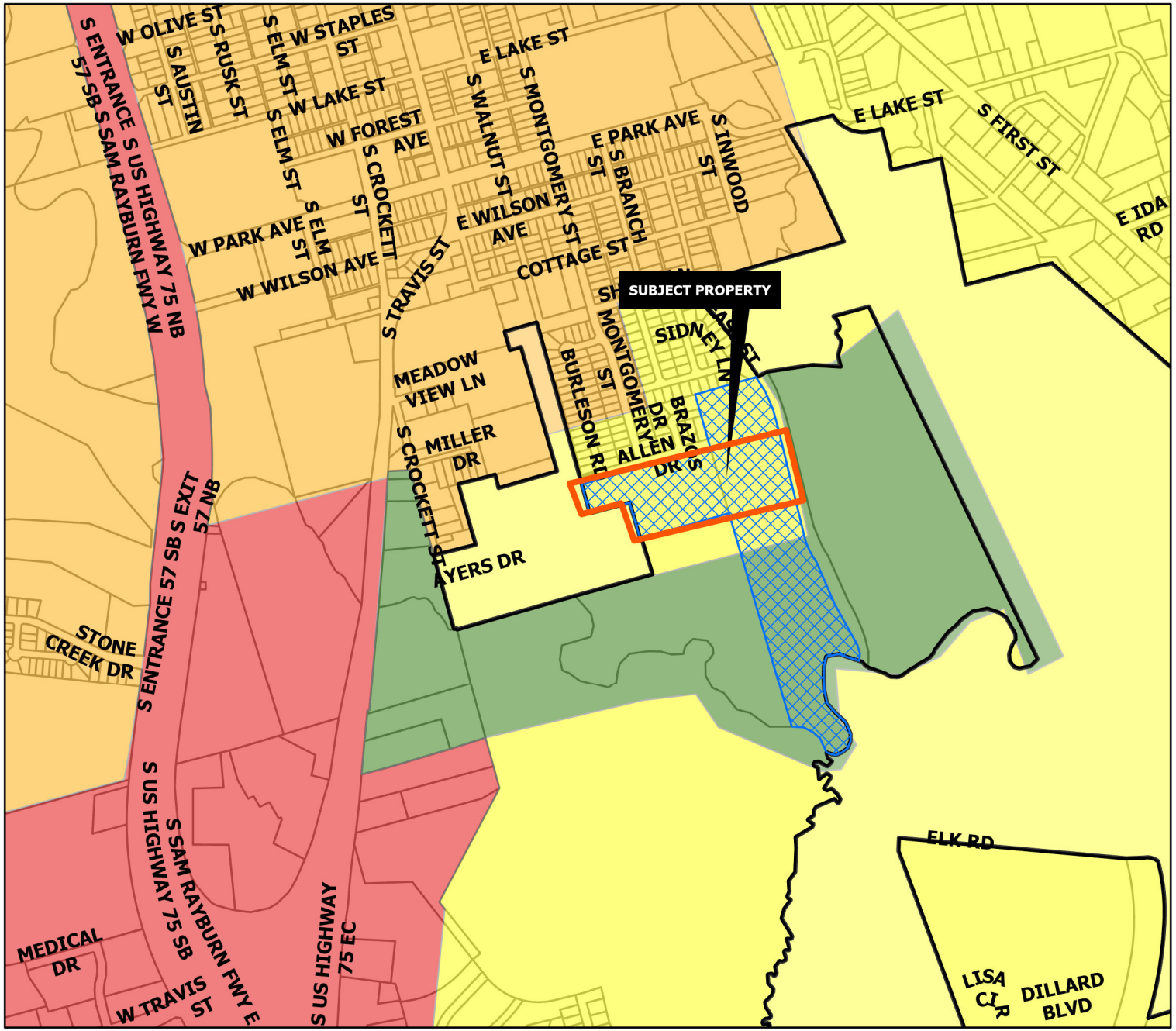
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2400-2500 BLKS S EAST ST

N
W E
S

Date: 4/30/2024 8:39 AM



SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
2400-2500 BLKS S EAST ST

Date: 4/30/2026 2:29 PM

Marlow, Lauren

From: laurenm@cityofsherman.com
To: Kirk Allen
Subject: RE:

From: Kirk Allen
Sent: Monday, May 6, 2024 11:55 AM
To: Marlow, Lauren
Subject: Re:

At the bottom of Montgomery directly in front of the requested area to be rezoned.

Kirk

LINE TABLE		
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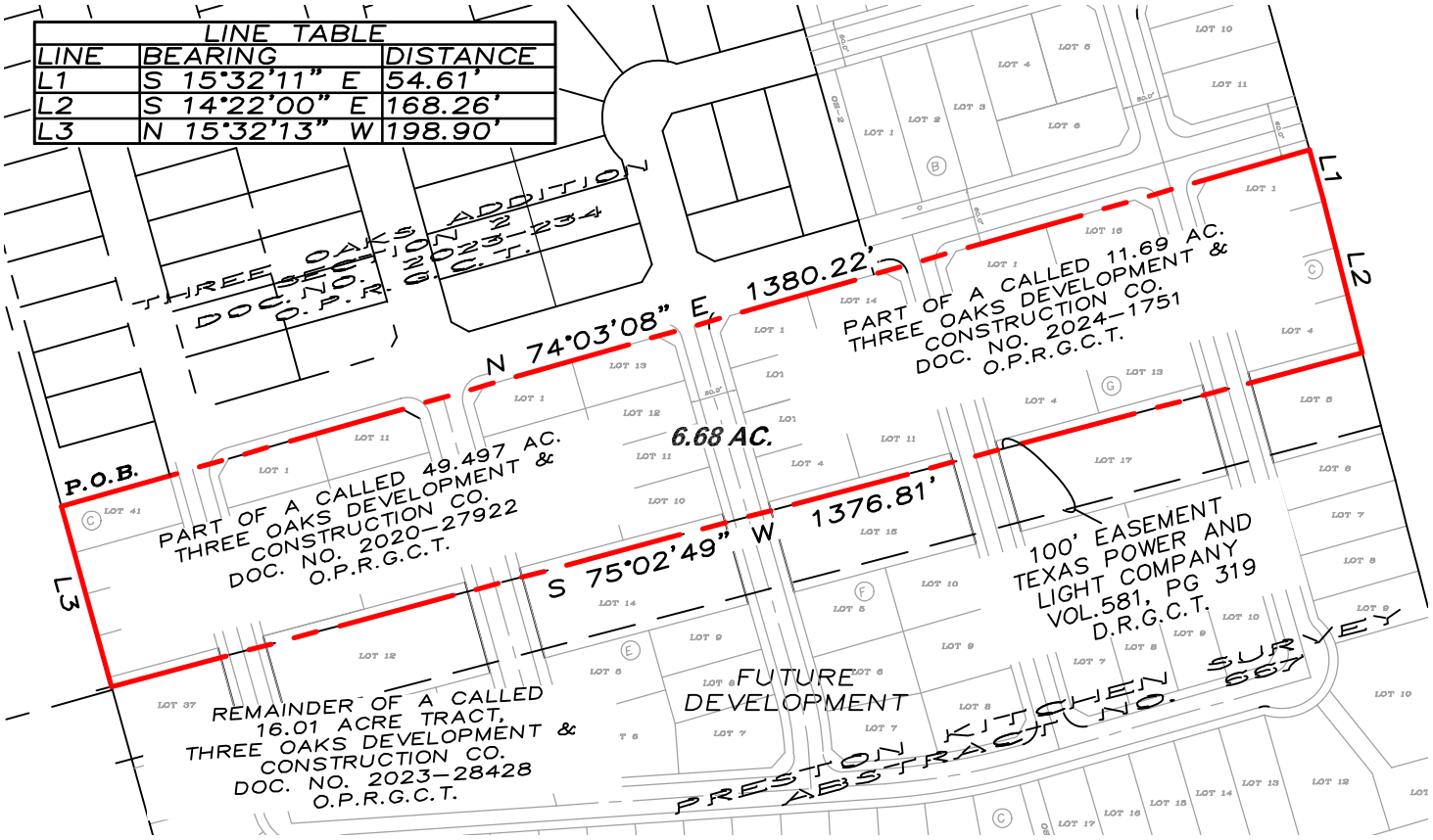

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DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
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ZONING

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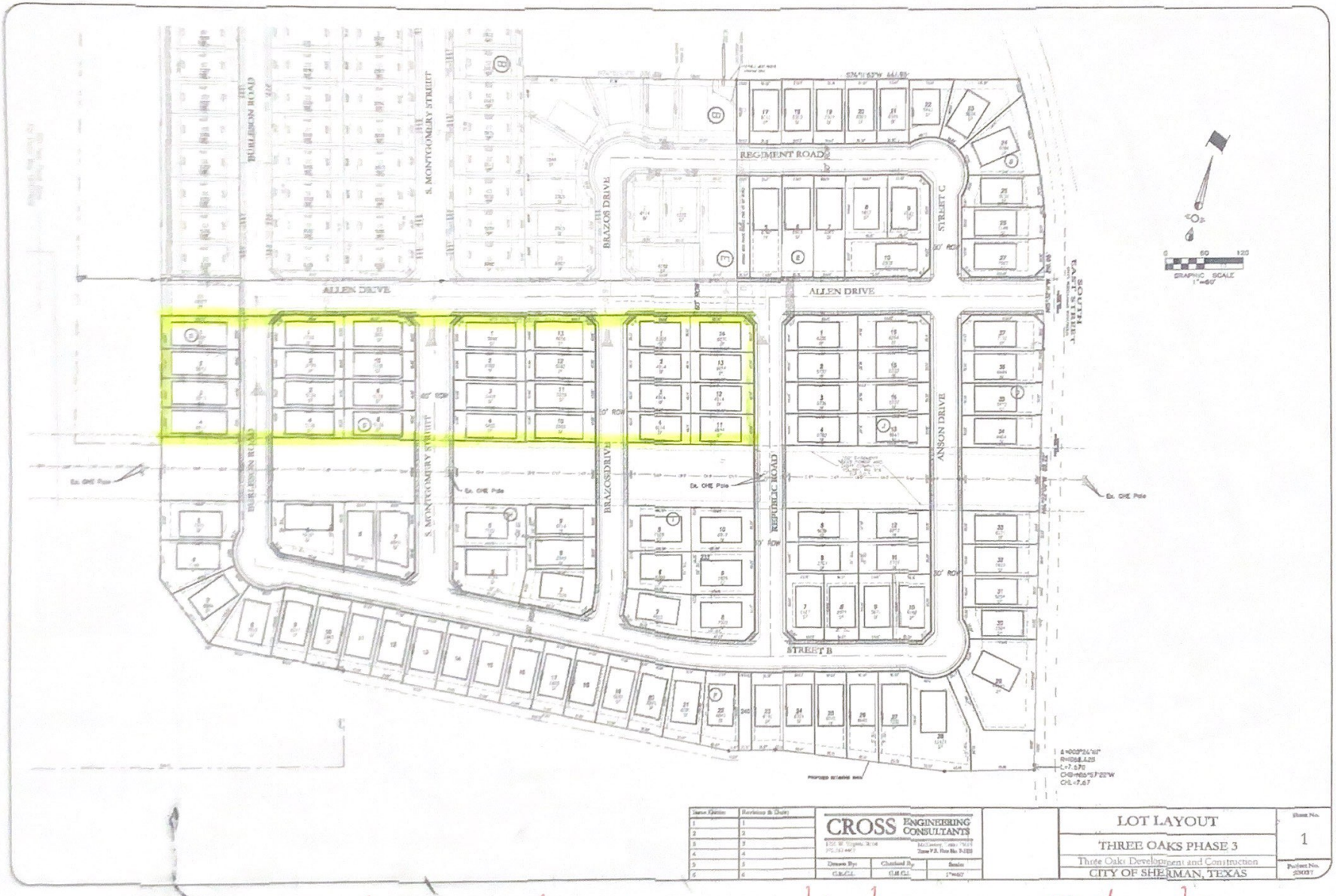

Projected layout after equaling lots + corner setback in a new R4 section

We are requesting a rezone of the area below Allen Drive and the overhead power line easement to maintain our previously designed layout.

Originally an approved patio home zoning, we opted to increase the width of Allen Drive from a 50’ to a 60’ street in hopes of future connections east and west. At the time it did not reduce our planned lot count as our patio home requirements still allowed for four lots in each stack. Once we agreed to update and convert to the new R5 designation, the lots require an R4 on some of the stacks, with the closest lots falling above 49’ and the smallest right at 46’.

With planned 35’ pads our requested R4 lots will not be 40’ lots, but fall short of the 50’ required for an R5. Rather than request variance, it was recommended to convert to R4.

As per the attached preliminary plat, it is shown what our planned widths would be, using the agreed prior corner setback we had with the patio homes, which causes no adverse effect eother due to the upsized ROW and 37’ B2B pavement width.

We ask for approval on this as the reductions are minimal and will not adversely affect the finished lots or homes in Three Oaks but without approval 8 lots would be lost due to ongoing adjustments in process, initiated when we chose to upgrade Allen Drive for sale of the development and future park connections and access.

Thank you,

Kirk Allen
Three Oaks

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.4.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6734

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 13.627 acres in the W.S. Thurman Survey, Abstract No. 1265 and in A.C. Smith Survey, Abstract No. 1561, City Of Sherman, Grayson County, Texas, Located In The 7000 Block FM 691 and the 4000 Block North Highway 75, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The MF-30 (Multi Family Residential) District Zoning Classification, Christopher LeUnes (Owner), Nathan McCartney, Waypoint Land and Capital, LLC (Representative) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for MF-30 Tract, consisting of 13.627 acres of land located in the 7000 Block FM 691 and the 4000 Block North Highway 75 from an R-6 (Single Family Residential) District to MF-30 (Multi Family Residential) District.

Background:

The property is located in the 7000 Block FM 691 and the 4000 Block North Highway 75 at the corner of FM 691 and North Highway 75. The owner is requesting a Zone Change for the MF-30 Tract from a R-6 (Single Family Residential) District to MF-30 (Multi Family Residential) District.

Origination:

Christopher LeUnes (Owner)
Nathan McCartney, Waypoint Land and Capital, LLC (Representative)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 16, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6734
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Signs
7. Concept Plan
8. Elevations
9. Landscape Plan
10. Support Email from Owner - LeUnes

ORDINANCE NO. 6734

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 13.627 ACRES IN THE W.S. THURMAN SURVEY, ABSTRACT NO. 1265 AND IN A.C. SMITH SURVEY, ABSTRACT NO. 1561, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 7000 BLOCK FM 691 AND THE 4000 BLOCK NORTH HIGHWAY 75, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, CHRISTOPHER LEUNES (OWNER), NATHAN MCCARTNEY, WAYPOINT LAND AND CAPITAL, LLC (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 7000 Block FM 691 and the 4000 Block North Highway 75, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the MF-30 (Multi Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

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INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

EXHIBIT A

SCALE
1" = 200'

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright © 2024
Underwood Drafting & Surveying, Inc.
All rights reserved.

JOB NO. 24040377
FW: WK – DFT: DWU

GRAYSON DR.

P.O.B.
C–2

S 89°51'36" E 710.55'

C–2
1.397
ACRES

BLYTHE DR.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°09'05" W	284.20'
L2	S 89°50'55" E	255.62'
L3	S 69°40'24" E	222.36'
L4	S 29°42'52" W	129.89'
L5	S 60°17'08" E	60.00'
L6	N 29°42'52" E	129.89'
L7	S 74°21'02" E	250.49'
L8	S 20°41'15" W	187.62'
L9	S 43°39'31" W	207.42'
L10	S 28°16'56" W	100.00'
L11	S 26°22'23" W	150.08'
L12	S 28°16'56" W	127.22'
L13	N 79°56'36" W	172.06'
L14	N 00°07'50" E	193.24'

CURVE TABLE					
CURVE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA ANGLE
C1	330.00'	90.81'	N 21°49'52" E	90.52'	15°45'59"
C2	574.92'	292.30'	N 15°02'21" E	289.16'	29°07'49"
C3	270.00'	139.41'	N 14°55'21" E	137.87'	29°35'02"

LOT 1
LEGEND BANK ADDITION
VOL. 24, PG. 22, P.R.G.C.T.

DETENTION POND TRACT

SHERMAN LANDING PHASE 1
INST. NO. 2017-3276, P.R.G.C.T.

LOT 1
BLOCK 1

REMS. 71.5452 AC
STANLEY BLYTHE, et al
VOL. 539, PG. 133
PROBATE
VOL. 1335, PG. 41
D.R.G.C.T.

2.10 AC.
LESTER G. TERRELL
VOL. 2676, PG. 784
O.P.R.G.C.T.

706.05'

ABSTRACT LINE

1544.62'

T. GATES SURVEY
ABST. NO. 439

W. S. THURMAN SURVEY
ABST. NO. 1265

N 88°46'32" W 594.72'
S 88°46'32" E 594.72'

N 01°13'22" E

ABSTRACT LINE

S 46°20'29" W 349.59'
N 46°20'29" E 349.59'

A. C. SMITH SURVEY
ABST. NO. 1361

S 27°40'23" W 670.28'
N 27°40'23" E 670.28'

MF–30
(VARIANCE TO 36)
13.627
ACRES

C–2
25.704
ACRES

S 29°42'52" W 600.19'

U. S. HIGHWAY NO. 75

554.17'
N 89°02'26" W 852.67'

298.50'

64.23 AC.
LESTER GENNINGS TERRELL
VOL. 3874, PG. 636
O.P.R.G.C.T.

9.21 AC.
LESTER GENNINGS TERRELL
VOL. 2666, PG. 159
O.P.R.G.C.T.

5.492 AC.
LESTER GENNINGS TERRELL
VOL. 2463, PG. 209
O.P.R.G.C.T.

LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- "X" CUT IN CONCRETE SET
- CONCRETE MONUMENT FOUND
- "X" CUT IN CONCRETE FOUND
- POWER POLE
- SEWER MANHOLE
- CABLE MARKER
- FIRE HYDRANT
- WATER VALVE
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- BARBWIRE FENCE
- OVERHEAD ELECTRIC LINE

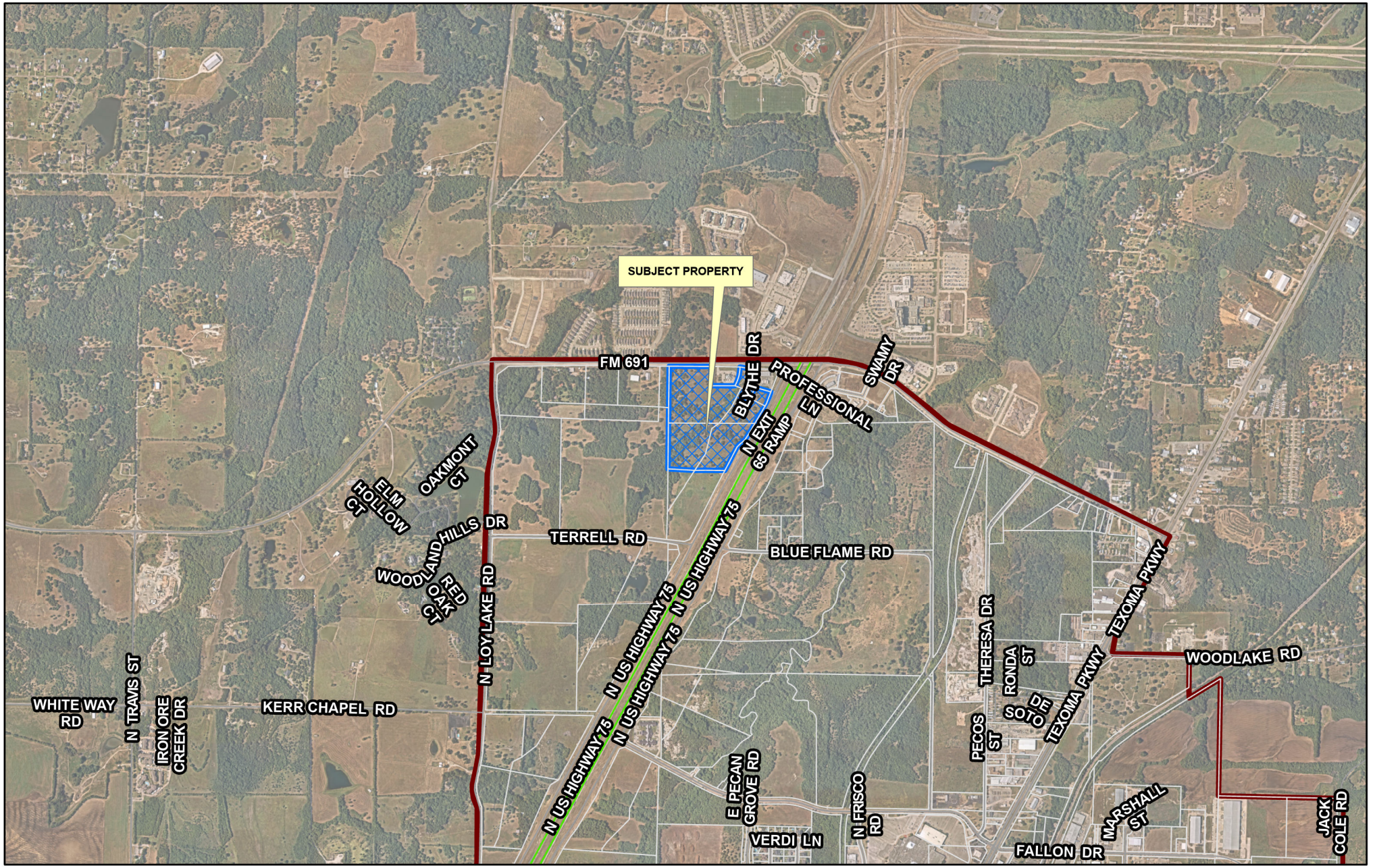
SEE LEGAL ATTACHED

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 03/11/24

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465–2151



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
7000 BLK FM 691 & 4000 BLK N HWY 75

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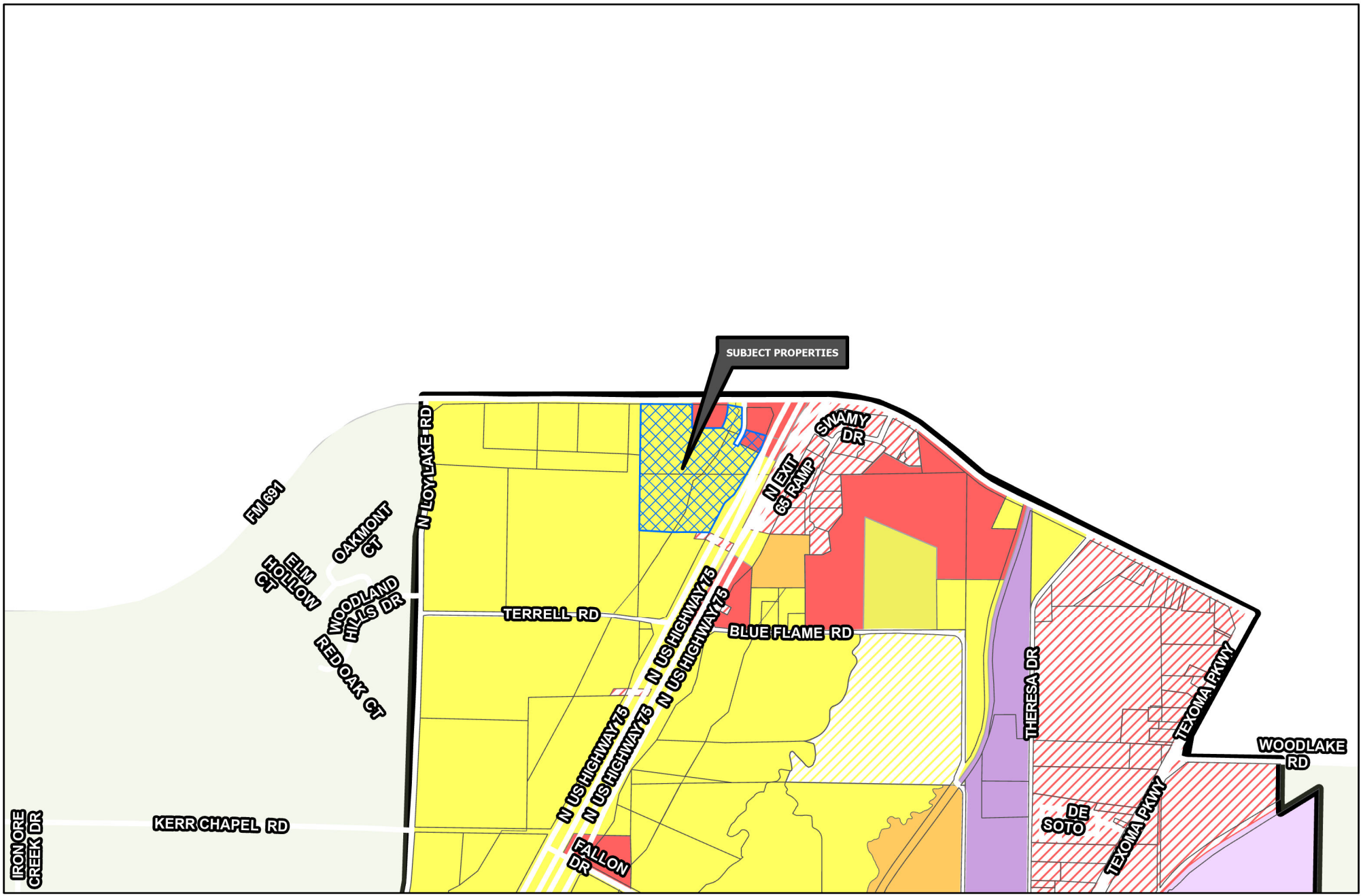
Date: 3/27/2024 3:10 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
7000 BLK FM 691 & 4000 BLK N HWY 75

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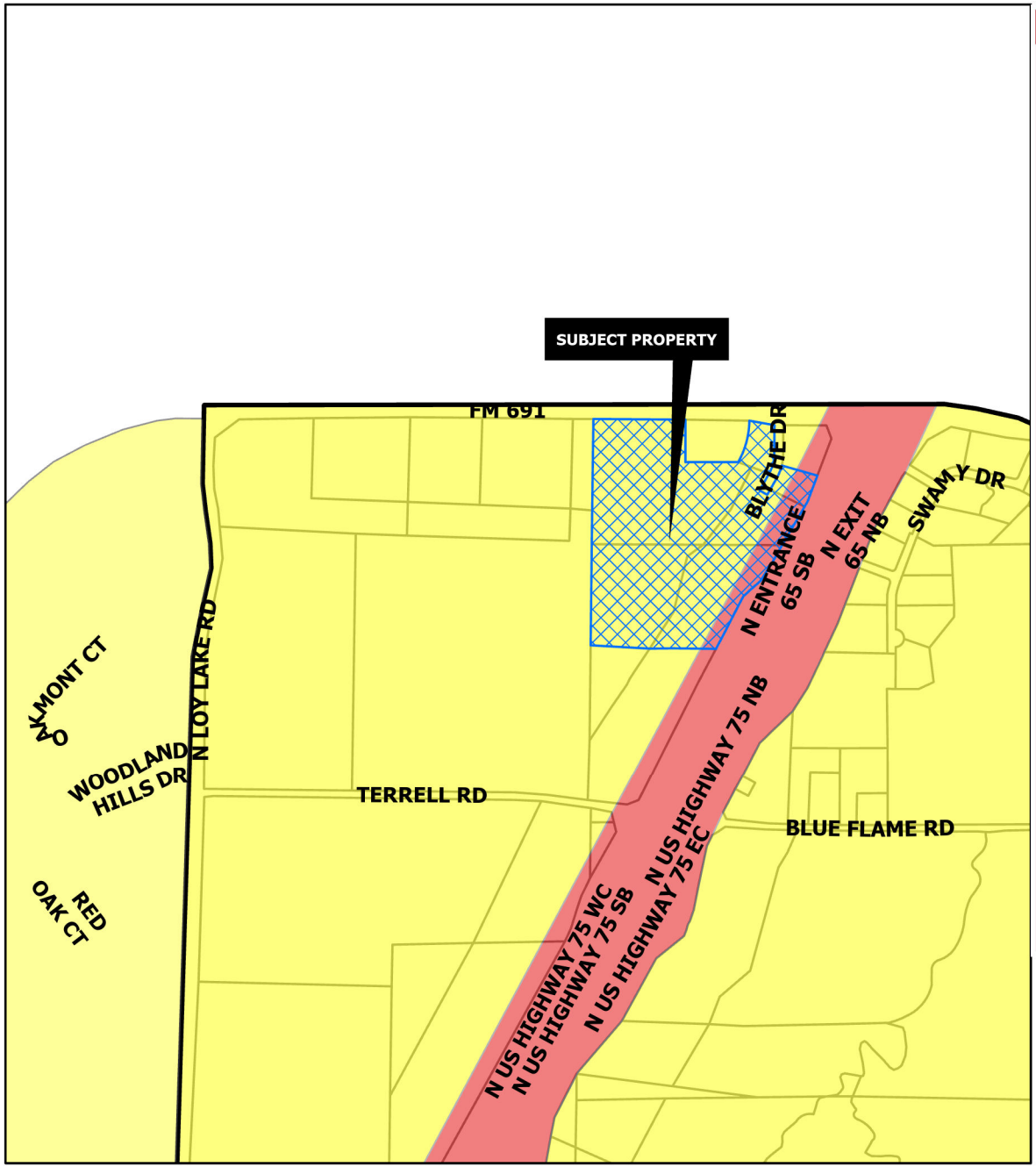
Date: 9/27/2021 1:10 PM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
7000 BLK FM 691 & 4000 BLK N HWY 75

Date: 3/27/2023 10:31 AM

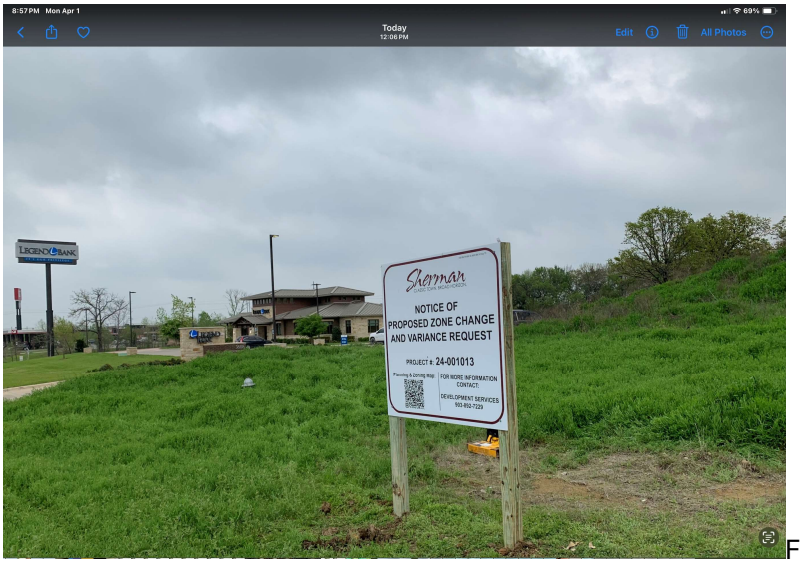
Marlow, Lauren

From: Planning
To: Nathan McCartney
Subject: RE: Master Development Application Email 1 of 2

From: Nathan McCartney
Sent: Monday, April 1, 2024 9:04 PM
To: Marlow, Lauren
Cc: Planning
Subject: Re: Master Development Application Email 1 of 2

Lauren,

Thank you for your help. Please find the attached photos from earlier today. Time stamp just after noon. I was also witnessed by Matt Brown at Legend Bank.



F

Best,

Nathan McCartney

DocuSign Envelope ID: 2DE3F622-588E-450E-8174-8A85895DE3CF

Proposed Mixed-Use
Planned Development

- Commercial
- Retail
- Office
- Medical
- Restaurant
- Hotel
- Multifamily/ BTR Town-home

1 SITE PLAN
SCALE 1"=80'-0"

WAYPOINT LAND AND CAPITAL

BLYTHE PARK
SHERMAN, TX
WAYPOINT LAND & CAPITAL

ISSUED FOR SITE PLANNING REVIEW ONLY 01-30-2024 NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

REVISIONS

AMP MIDRISE PARTNERS CONSTRUCTION

PROJECT # 24000

DATE 01-30-2024

SHEET NO. A.101

SITE PLAN

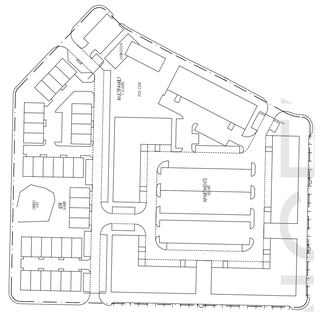
CONCEPT ONLY

1 BLDG ELEVATION - NORTH
SCALE 1/8"=1'-0"

0 1 2 5 10 20

2 BLDG ELEVATION
SCALE 1/8"=1'-0"

0 1 2 5 10 20



DATE 01-30-2024

PROJECT # 24000

MIDRISE PARTNERS CONSTRUCTION

REVISIONS

ISSUED FOR
SITE PLANNING
REVIEW ONLY
01-30-2024

NOT RELEASED FOR
REGULATORY APPROVAL,
PERMITTING, OR
CONSTRUCTION

BLYTHE PARK
SHERMAN, TX
WAYPOINT LAND & CAPITAL

WAYPOINT LAND AND CAPITAL

PROJECT # 19019

SHEET # A.400

BLDG ELEVATIONS

Landscape Notes

Sec. 14.04.006 Residential and Commercial Landscaping Requirements

(2) Commercial Tree and Landscaping.

(a) All areas that are used for off-street parking shall conform to the minimum landscaping requirements of this section. Parking lots with twenty-five (25) parking spaces or more shall have open landscaped areas that are equal to or more shall have open landscaped areas that are equal to but not less than ten (10) percent of the parking areas and drives in the parking areas. The required area may be used as island, perimeter landscaping, or in any combination. A minimum of forty (40) percent of the required landscaped area must be used as islands.

(b) Landscaping shall consist of a combination of such materials as grasses, ground cover, shrubs, vines, hedges, trees or other such materials. Grasses and ground cover alone shall not constitute adequate landscaping.

(c) Definitions. Refer to Subsection (3) below for the approved list of trees to choose from for planting. (d) Visibility at intersections. On a corner lot, no vegetation shall be planted and allowed to grow, in such a manner as to impede vision between a height of two (2) feet and eight (8) feet above the centerline grades of the intersecting streets, subject to the sight distance regulations in Section 14.04.004(2)(a).

(3) Approved Tree List.

1 SITE PLAN
SCALE 1"=80'-0"

0 20 40 100 200 500

ARCHITECTS
United Design Architects
4345 LINDBERGH DRIVE
ADDISON, TX 75001
214-662-8093
www.studiouDA.com

BLYTH PARK
SHERMAN, TEXAS
WAYPOINT LAND & CAPITOL

ISSUED FOR
SITE PLANNING
REVIEW ONLY
03-05-2024
NOT TO BE USED FOR
REGULATORY APPROVAL,
PERMITTING, OR
CONSTRUCTION

REVISIONS

PROJECT #
24000

DATE
03-05-2024

SHEET NO.
L.101
SITE PLAN

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Marlow, Lauren

From: Planning
To: Chay LeUnes
Subject: RE: Planning and Zoning Commission Hearing April 16, 2024 - 7000 Block FM691 and the 4000 Block N. Hwy 75

From: Chay LeUnes
Sent: Monday, April 8, 2024 1:02 PM
To: Planning **Subject:** Planning and Zoning Commission Hearing April 16, 2024 - 7000 Block FM691 and the 4000 Block N. Hwy 75

Dear Commissioners:

On behalf of the owners of the above-referenced property, we support the zoning change for Waypoint Land & Capital and Nathan McCartney to develop the property, after closing.

As stated in the Master Application, we request that the zoning change be conditioned on a successful closing and we request no change in land use designation until after the closing occurs.

One of us will attend the hearing but we wanted to also put these thoughts in writing as well. Thank you in advance for your consideration.

Sincerely,

Christopher Chay LeUnes - Owner
Stanley Blythe - Owner

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.5.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6735

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 27.101 Acres In The W.S. Thurman Survey, Abstract No. 1265 And In A.C. Smith Survey, Abstract No. 1561, City Of Sherman, Grayson County, Texas, Located In The 7000 Block FM 691 And The 4000 Block North Highway 75, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Christopher LeUnes (Owner), Nathan McCartney, Waypoint Land And Capital, LLC (Representative) And Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

Issue:

Consideration of a Zone Change for 27.101 acres of land located in the 7000 Block FM 691 and the 4000 Block North Highway 75 from an R-6 (Single Family Residential) District to C-1 (Retail Business) District.

Background:

The property is located in the 7000 Block FM 691 and the 4000 Block North Highway 75 at the corner of FM 691 and North Highway 75. The owner is requesting a Zone Change for the C-1 (Retail Business) District Tract.

P&Z recommended to Council to approve the following:

- 4/16/2024 - MF-30 Tract, consisting of 13.627 acres in the W.S. Thurman Survey, Abstract No. 1265 and in A.C. Smith Survey, Abstract No. 1561 - Public Hearing and Zone Change from an R-6 (Single Family Residential) District to MF-30 (Multi Family Residential) District.

Origination:

Christopher LeUnes (Owner)
Nathan McCartney, Waypoint Land and Capital, LLC (Representative)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6735
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Signs
7. Zoning Layout/Concept Plan
8. Support Email from Owner - LeUnes

ORDINANCE NO. 6735

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 27.101 ACRES IN THE W.S. THURMAN SURVEY, ABSTRACT NO. 1265 AND IN A.C. SMITH SURVEY, ABSTRACT NO. 1561, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 7000 BLOCK FM 691 AND THE 4000 BLOCK NORTH HIGHWAY 75, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, CHRISTOPHER LEUNES (OWNER), NATHAN MCCARTNEY, WAYPOINT LAND AND CAPITAL, LLC (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 7000 Block FM 691 and the 4000 Block North Highway 75, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SCALE
1" = 200'

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

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JOB NO. 24040377
FW: WK — DFT: DWU

GRAYSON DR.

BLYTHE DR.

C–1
1.397
ACRES

P.O.B.
C–2

S 89°51'36" E 710.55'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°09'05" W	284.20'
L2	S 89°50'55" E	255.62'
L3	S 69°40'24" E	222.36'
L4	S 29°42'52" W	129.89'
L5	S 60°17'08" E	60.00'
L6	N 29°42'52" E	129.89'
L7	S 74°21'02" E	250.49'
L8	S 20°41'15" W	187.62'
L9	S 43°39'31" W	207.42'
L10	S 28°16'56" W	100.00'
L11	S 26°22'23" W	150.08'
L12	S 28°16'56" W	127.22'
L13	N 79°56'36" W	172.06'
L14	N 00°07'50" E	193.24'

LOT 1
LEGEND BANK
ADDITION
VOL. Pg. P.R.G.C.T.

SHERMAN LANDING
PHASE 1
INST. NO. 2017-3276, P.R.G.C.T.

LOT 1
BLOCK 1

DETENTION
POND
TRACT

REMS. 71.5452 AC
STANLEY BLYTHE, et al
VOL. 539, PG. 133
PROBATE
VOL. 1335, PG. 41
D.R.G.C.T.

CURVE TABLE					
CURVE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA ANGLE
C1	330.00'	90.81'	N 21°49'52" E	90.52'	15°45'59"
C2	574.92'	292.30'	N 15°02'21" E	289.16'	29°07'49"
C3	270.00'	139.41'	N 14°55'21" E	137.87'	29°35'02"

W. S. THURMAN SURVEY
ABST. NO. 1265

N 88°46'32" W 594.72'
S 88°46'32" E 594.72'

N 01°13'22" E 1544.62'

ABSTRACT LINE

N 46°20'29" W 349.59'
S 46°20'29" E 349.59'

A. C. SMITH SURVEY
ABST. NO. 1261

ABSTRACT 858.57'

MF–30
(VARIANCE TO 36)
13.627
ACRES

S 27°40'23" W 670.28'
N 27°40'23" E 670.28'

554.17'
N 89°02'26" W 852.67'

298.50'

C–1
25.704
ACRES

S 29°42'52" W 600.19'

U. S. HIGHWAY NO. 75

2.10 AC.
LESTER G. TERRELL
VOL. 2676, PG. 784
O.P.R.G.C.T.

706.05'

T. GATES SURVEY
ABST. NO. 439

64.23 AC.
LESTER GENNINGS TERRELL
VOL. 3874, PG. 636
O.P.R.G.C.T.

9.21 AC.
LESTER GENNINGS TERRELL
VOL. 2666, PG. 159
O.P.R.G.C.T.

5.492 AC.
LESTER GENNINGS TERRELL
VOL. 2463, PG. 209
O.P.R.G.C.T.

LEGEND

- ● 1/2" STEEL ROD SET
- ◎ 1/2" STEEL ROD FOUND
- □ "X" CUT IN CONCRETE SET
- ▲ CONCRETE MONUMENT FOUND
- △ "X" CUT IN CONCRETE FOUND
- POWER POLE
- SEWER MANHOLE
- CABLE MARKER
- FIRE HYDRANT
- WATER VALVE
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- BARBWIRE FENCE
- OVERHEAD ELECTRIC LINE

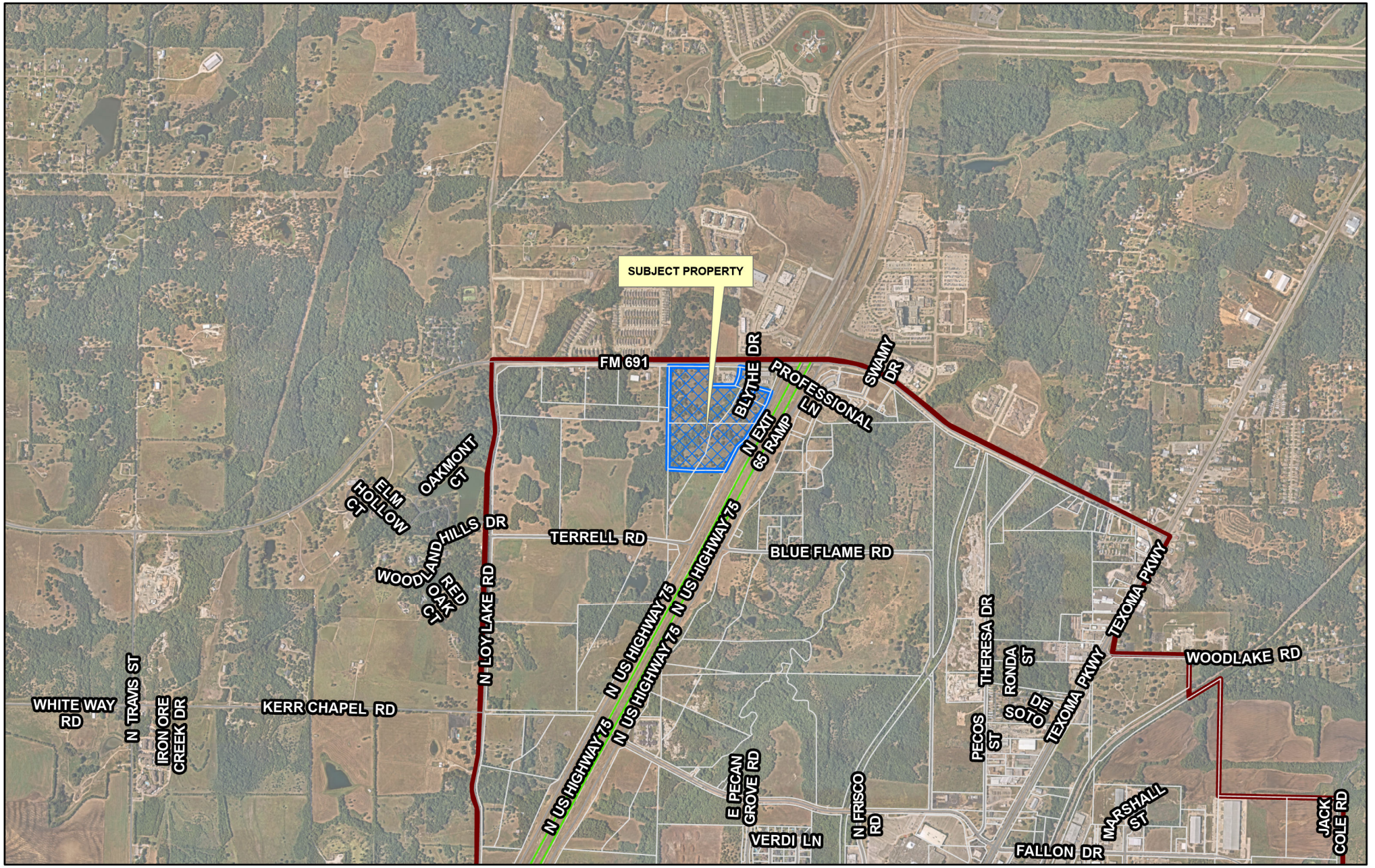
SEE LEGAL ATTACHED

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 03/11/24

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465–2151



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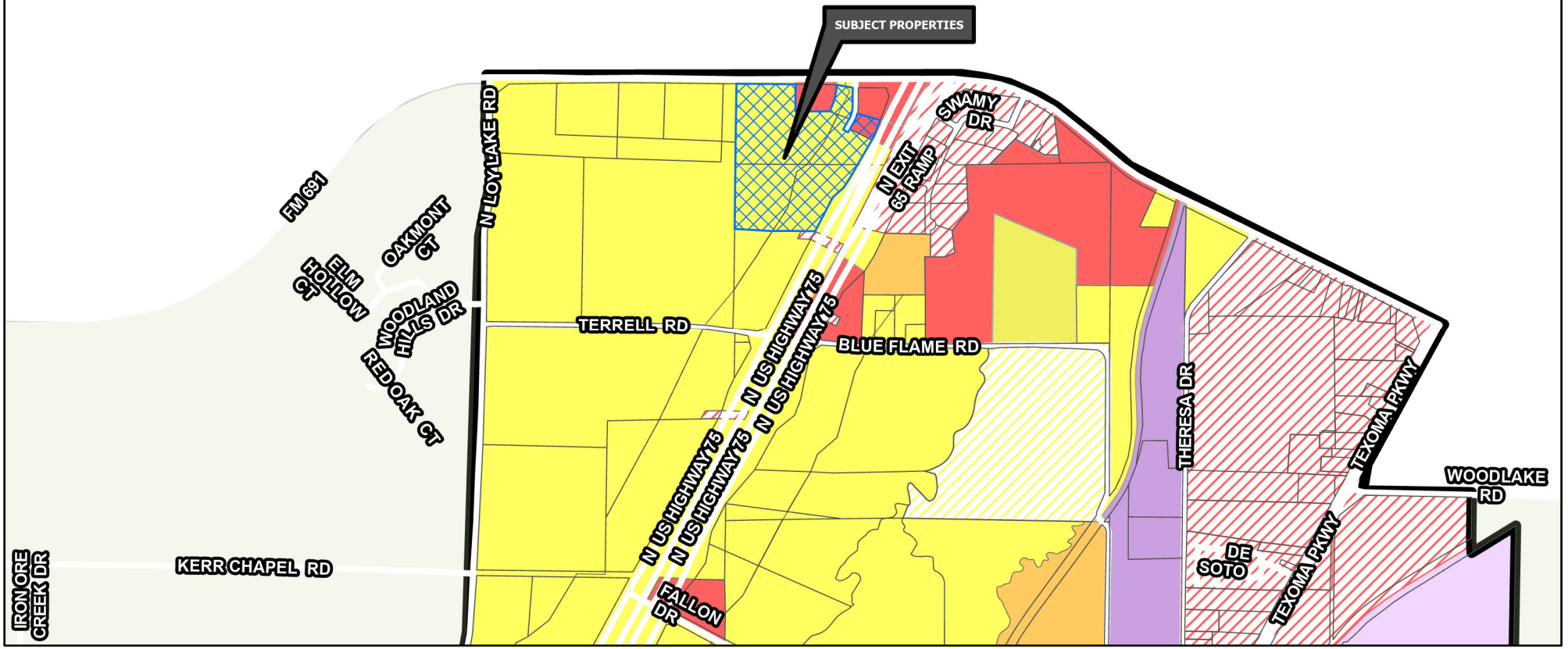

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Planning & Zoning

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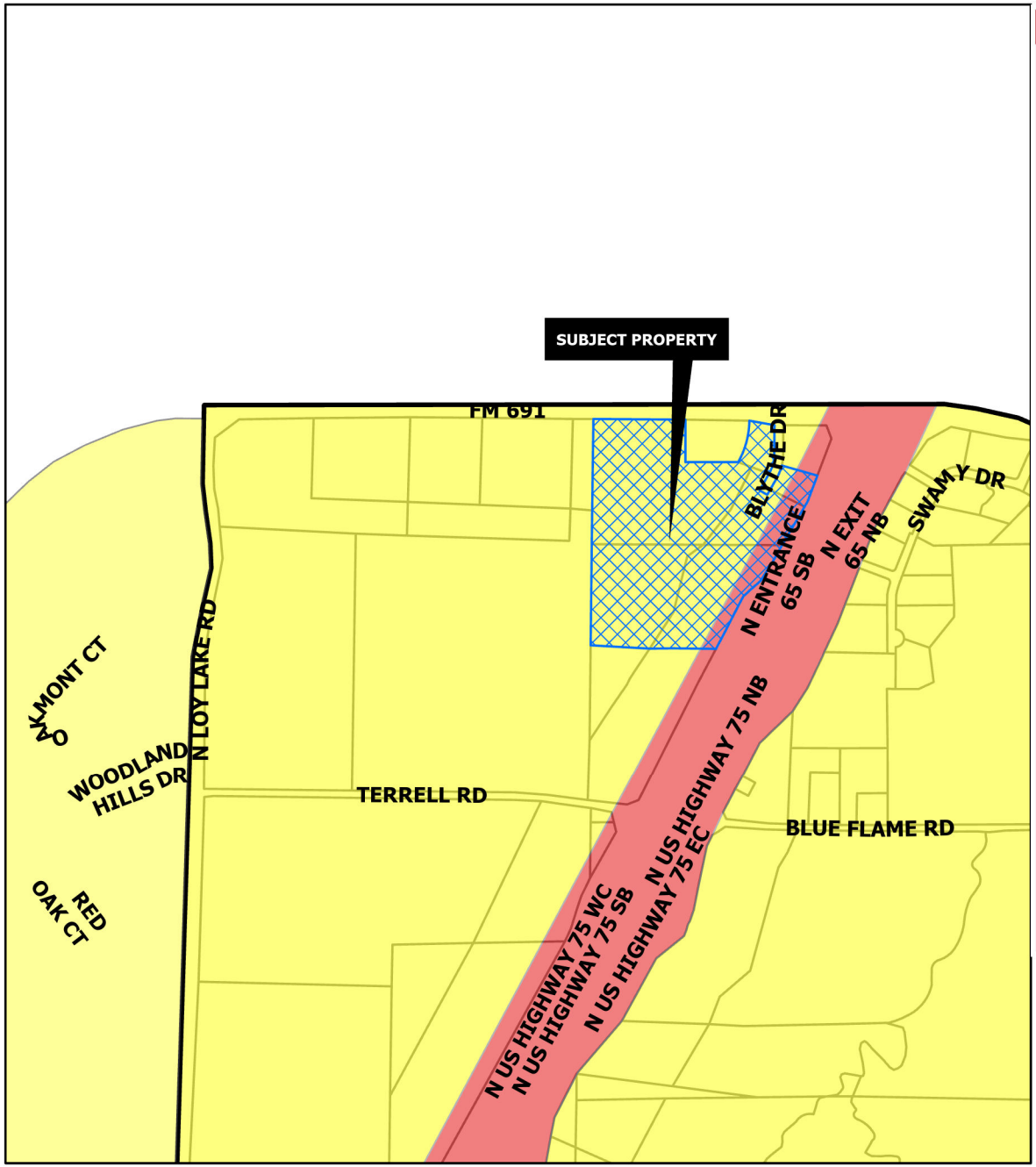
Date: 3/27/2023 1:18 PM



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- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
7000 BLK FM 691 & 4000 BLK N HWY 75

Date: 3/27/2023 10:31 AM

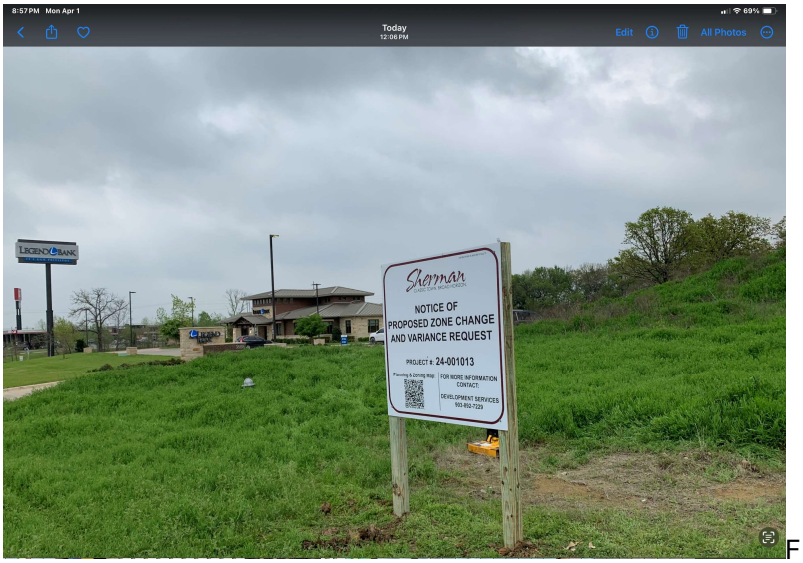
Marlow, Lauren

From: Planning
To: Nathan McCartney
Subject: RE: Master Development Application Email 1 of 2

From: Nathan McCartney
Sent: Monday, April 1, 2024 9:04 PM
To: Marlow, Lauren
Cc: Planning
Subject: Re: Master Development Application Email 1 of 2

Lauren,

Thank you for your help. Please find the attached photos from earlier today. Time stamp just after noon. I was also witnessed by Matt Brown at Legend Bank.



F

Best,

Nathan McCartney

Proposed Mixed-Use
Planned Development

- Commercial
- Retail
- Office
- Medical
- Restaurant
- Hotel
- Multifamily/ BTR Town-home

1 SITE PLAN
SCALE 1"=80'-0"

0 20 40 100 200 500

CONCEPT ONLY

WAYPOINT
LAND AND CAPITAL

BLYTHE PARK

SHERMAN, TX
WAYPOINT LAND & CAPITAL

ISSUED FOR
SITE PLANNING
REVIEW ONLY
01-30-2024
NOT TO BE USED FOR
REGULATORY APPROVAL,
PERMITTING, OR
CONSTRUCTION

REVISIONS

MIDRISE PARTNERS
CONSTRUCTION

PROJECT #
24000

DATE
01-30-2024

SHEET NO.
A.101

SITE

From: Christopher LeUnes
Sent: Tuesday, May 14, 2024 3:34 PM
To: Planning <Planning@cityofsherman.com>
Cc:
Subject: Re: Planning & Zoning Commission Hearing - May 21, 2024; 7000 Block FM 691 and the 4000 Block N. Hwy 75

EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

Dear Commissioners:

"On behalf of the owners of the above-referenced property, we support the zoning change for Waypoint Land & Capital and Nathan McCartney to develop the property, after closing. As stated in the Master Application, we request that the zoning change be conditioned on a successful closing and we request no change in land use designation until after the closing occurs.
One of the owners will likely attend the hearing but we wanted to also put these thoughts in writing as well. Thank you in advance for your consideration."

Below are the names and addresses of the owners:

Christopher C. LeUnes
13018 Poydras Court
Cypress, Texas 77429

Stanley and Diane Blythe
1105 Emerald Court
Colleyville, Texas 76034

Shelly Sewell
1528 Crescent Dr.
Sherman, Texas 75092

Leslie Stiteler
9419 Spearman
Houston, Texas 77040

Natalie Allen
4026 Rocky Vista Dr.
College Station, Texas 77845

Amy Norland
6311 Willow Pine

Spring, Texas 77379

If you have any questions or require additional information, please feel free to write or call anytime. Thank you in advance for your kind consideration.

Best regards,

Christopher C. LeUnes

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.6.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6736

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.172 acres being Lots 1, 2, 3, 4, 5 and 6, Block 9 of G.W. Bond's Second Addition, City Of Sherman, Grayson County, Texas, Located In The 516 Block East Pacific Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Allen Sheehan (Owner), Sarah Sheehan (Representative) and Barry Rhodes, RPLS (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.172 acres of land located in the 516 Block East Pacific Street from an R-6 (Single Family Residential) District to R-5 (Single Family Residential) District.

Background:

The property is located in the 516 Block East Pacific Street between North East Street and North Throckmorton Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-5 (Single Family Residential) District.

Origination:

Allen Sheehan (Owner)
Sarah Sheehan (Representative)
Barry Rhodes, RPLS (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6736
2. Exhibit A - Survey
3. Zoning Map
4. Location Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative

ORDINANCE NO. 6736

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.172 ACRES BEING LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 9 OF G.W. BOND'S SECOND ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 516 BLOCK EAST PACIFIC STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, ALLEN SHEEHAN (OWNER), SARAH SHEEHAN (REPRESENTATIVE) AND BARRY RHODES, RPLS (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 516 Block East Pacific Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

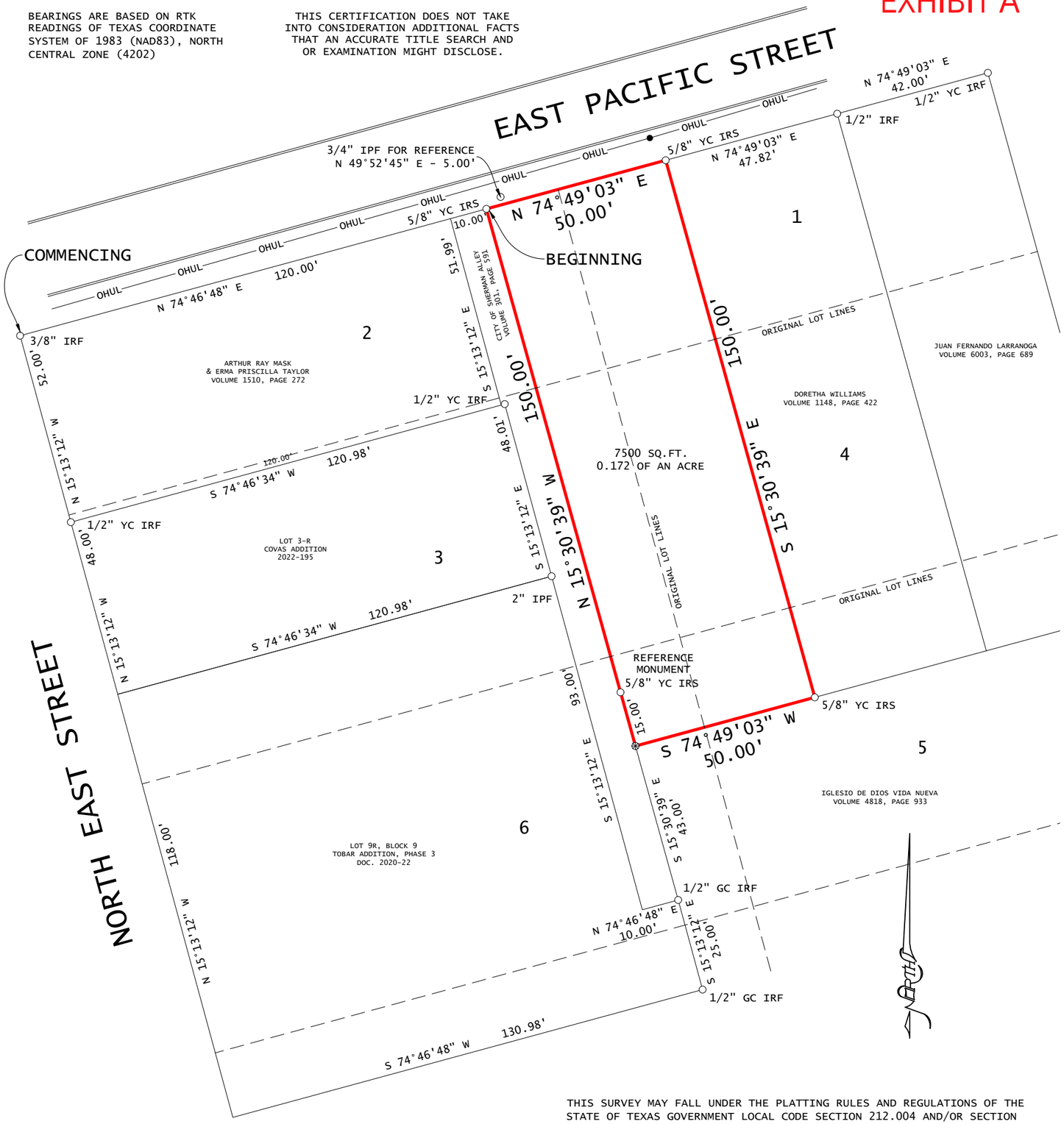
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

BEARINGS ARE BASED ON RTK READINGS OF TEXAS COORDINATE SYSTEM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202)

THIS CERTIFICATION DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE TITLE SEARCH AND OR EXAMINATION MIGHT DISCLOSE.

EXHIBIT A



THIS SURVEY MAY FALL UNDER THE PLATTING RULES AND REGULATIONS OF THE STATE OF TEXAS GOVERNMENT LOCAL CODE SECTION 212.004 AND/OR SECTION 232.001. OWNER IS ADVISED TO CHECK WITH LOCAL GOVERNING AUTHORITY TO ENSURE COMPLIANCE.

Barry Rhodes, RPLS 3691
7509 Pennridge Circle
Rowlett, TX 75088
214-356-6807

SURVEY PLAT

BARRY S. RHODES Registered Professional Land Surveyor (214) 356-6807
This is to certify that I have, this date, made a careful and accurate survey on the ground of property located on East Pacific Street, in the City of Sherman, Grayson County, Texas.

STATE OF TEXAS:
COUNTY OF GRAYSON:

BEING a part of Lots 1,2,3,4,5, and 6, Block 9, of G.W. Bond's Second Addition, an Addition in the City of Sherman Grayson County, Texas, according to the plat thereof recorded in Volume M, Page 63, of the Plat Records of Grayson County, Texas, being a tract of land described in deed to Allen Sheehan, as recorded in Instrument 2023-8047, of the Deed Records of Grayson County, Texas, as shown on this survey and being more particularly described by metes and bounds as follows:

COMMENCING from a found 3/8 inch iron rod for reference located at the intersection of the Southeast right of way line of East Pacific Street and the Northeast right of way line of North East Street, being the West corner of a tract of land described in deed to Arthur Ray Mask and Erma Priscilla Taylor, as recorded in Volume 1510, Page 272, of the Deed Records of Grayson County, Texas, said point also being the West corner of said Lot 2, Block 9;

THENCE North 74 degrees 46 minutes 48 seconds East, along the Southeast right of way line of said East Pacific Street, a distance of 130.00 feet to a set 5/8 inch yellow-capped iron rod for corner from which a found 3/4 inch pipe for reference bears North 49 degrees 52 minutes 45 seconds East, a distance of 5.00 feet, said 5/8 inch yellow-capped iron rod being the North corner of an Alley to the City of Sherman, as recorded in Volume 301, Page 591, of the Deed Records of Grayson County, Texas, and being the PLACE OF BEGINNING;

THENCE North 74 degrees 49 minutes 03 East, along said East Pacific Street, a distance of 50.00 feet to a set 5/8 inch yellow-capped iron rod for corner, being the West corner of a tract of land described in deed to Doretha Williams, as recorded in Volume 1148, Page 422, of the Deed Records of Grayson County, Texas;

THENCE South 15 degrees 30 minutes 39 seconds East, along the Southwest line of said Williams tract, a distance of 150.00 feet to a set 5/8 inch yellow-capped iron rod for corner on the Northwest line of a tract of land described in deed to Iglesio De Dios Vida Nueva, as recorded in Volume 4818, Page 933, of the Deed Records of Grayson County, Texas;

THENCE South 74 degrees 49 minutes 03 seconds West, along said Iglesio De Dios Vida Nueva tract, a distance of 50.00 feet to a point for corner on the Northeast line of said Alley (301/591);

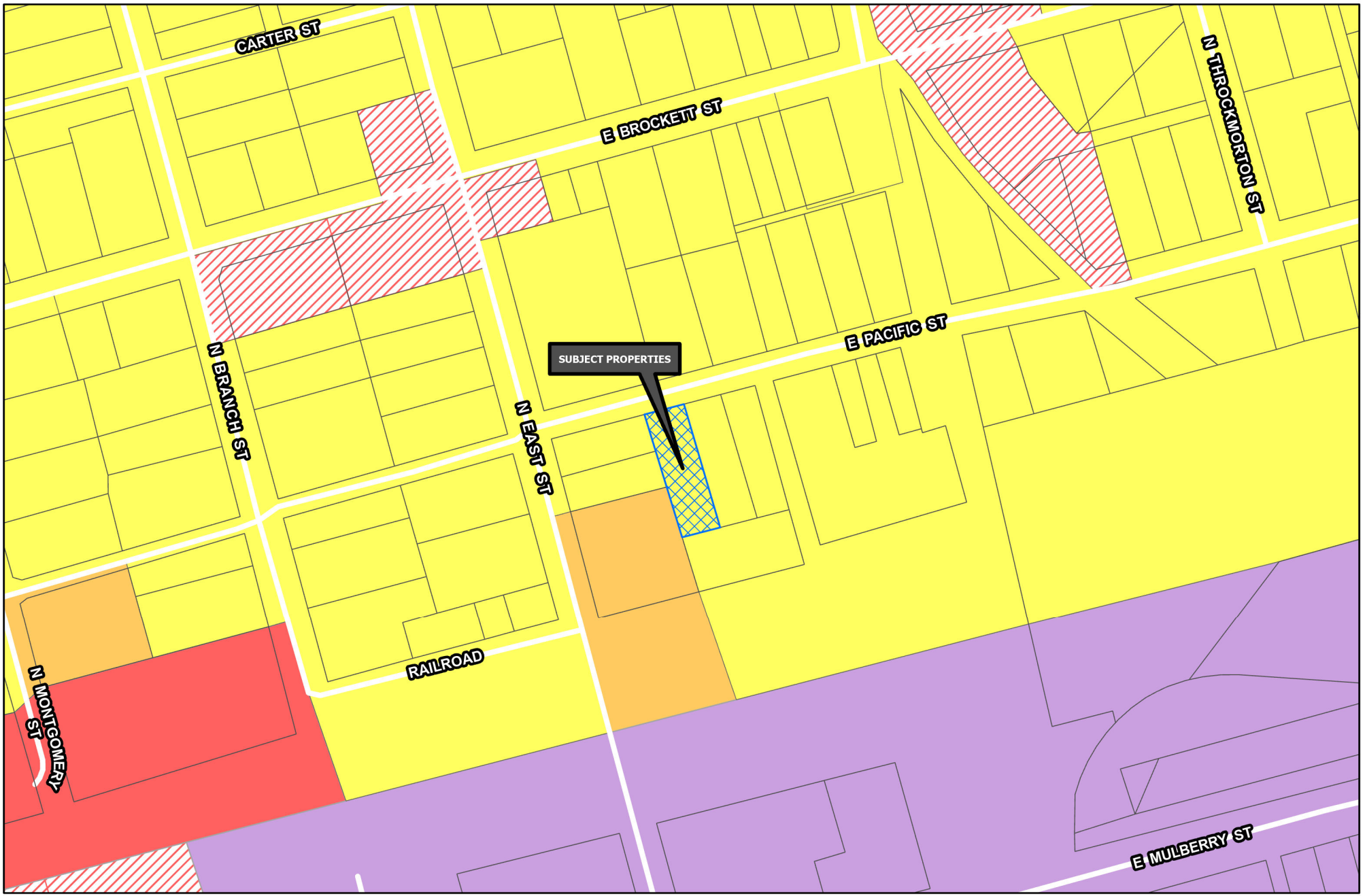
THENCE North 15 degrees 30 minutes 39 seconds West, along said Alley, passing a set 5/8 inch yellow-capped iron rod for reference at a distance of 15.00 feet, continuing a total distance of 150.00 feet to the PLACE OF BEGINNING and containing 7500 square feet or 0.172 of an acre of land.

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat:
TITLE AND ABSTRACTING WORK FURNISHED BY ALLEN SHEEHAN
THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 30'
Date: 01/24/2024
G. F. No.:
Job no.: 2567GR
Drawn by: CM 20240010

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR ALLEN SHEEHAN

STATE OF TEXAS
REGISTERED
BARRY S. RHODES
3691
PROFESSIONAL
LAND SURVEYOR



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

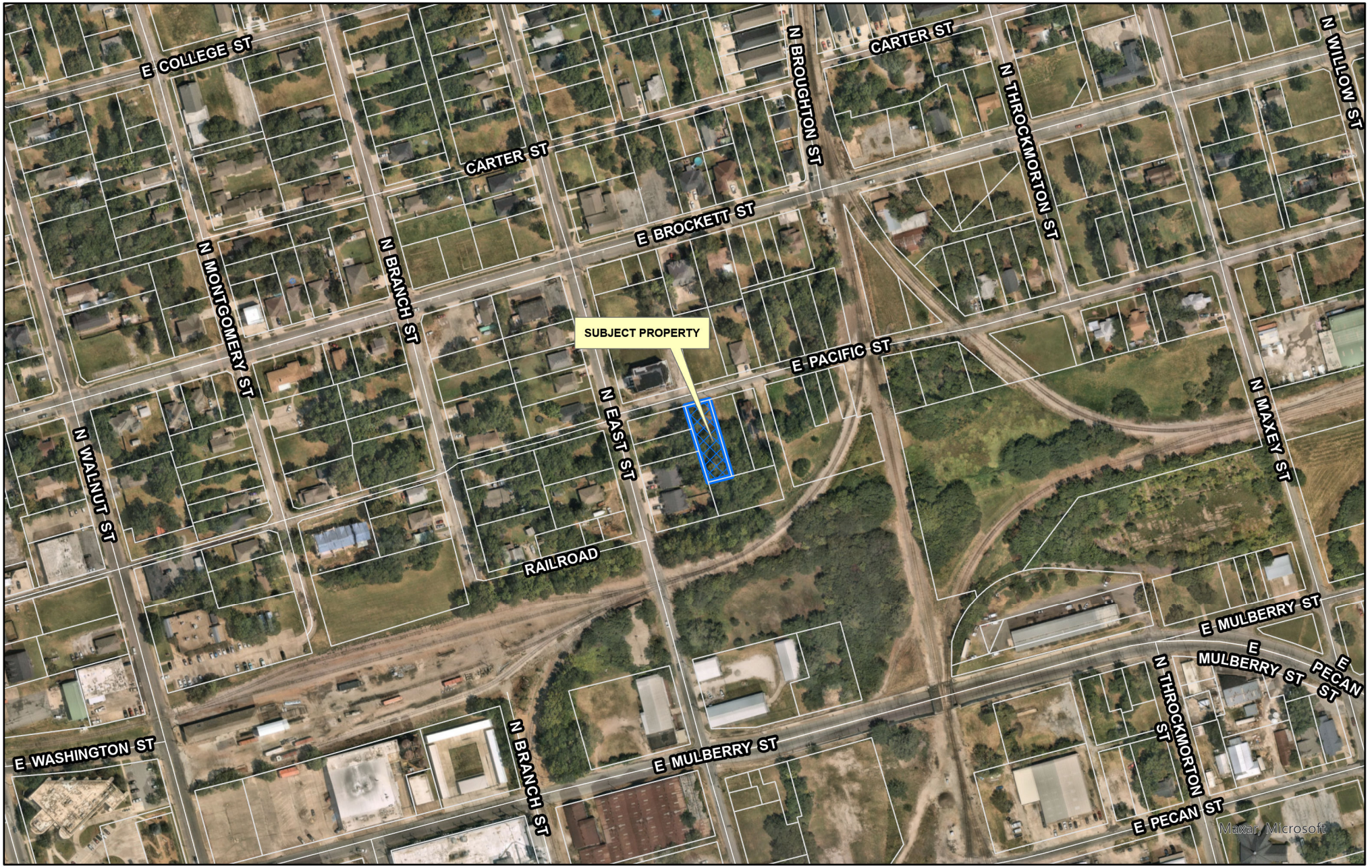
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
516 BLK E PACIFIC ST

N
W E
S

Date: 4/20/2021 1:37 PM



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
516 BLK E PACIFIC ST

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W E
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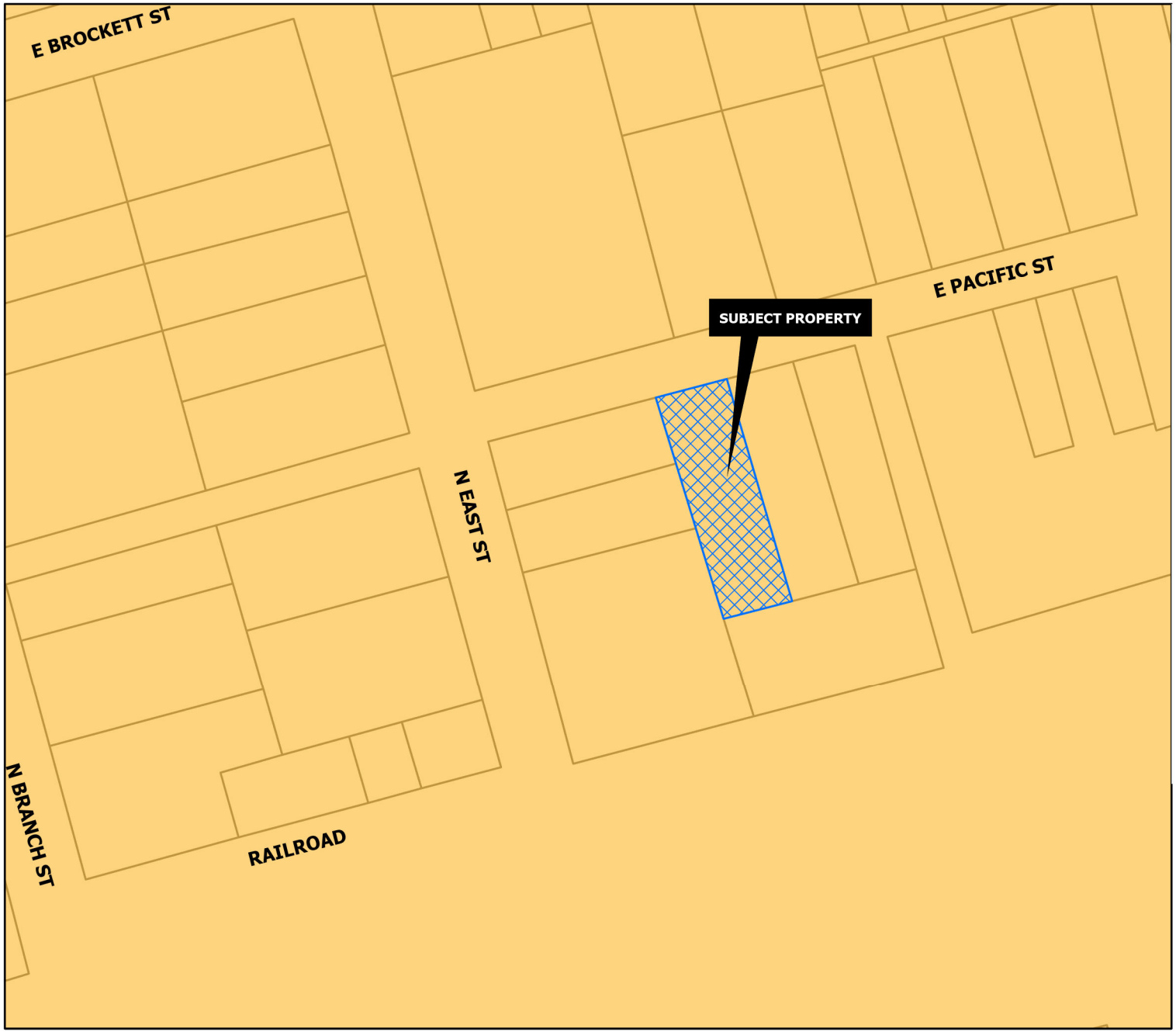
Date: 4/30/2024 1:27 PM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
516 BLK E PACIFIC ST

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W E
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Date: 4/30/2024 1:27 PM

Sherman
CLASSIC TOWN BROAD HORIZON
NOTICE OF
PROPOSED ZONING
CHANGE
PROJECT #: 24-001555
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229
5/7/2024 AT 9:31 A.M.

Project Narrative

E. Pacific Street

Sherman Texas

To whom it may concern.

We purchased this lot with the intent to build a single-family residence. During the process we learned we may need to rezone and replat as our lot survey was 50’ wide. It’s my understanding we need to rezone from R6 to R5. It is still our intent to build a single-family home.

Thanks for any help you can provide.

Allen Sheehan

972-523-6373

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.7.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6737

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Tattoo Studio in a C-2 (General Commercial) District/Central Business District Overlay, Located At 125 East Wall Street, Consisting Of 0.031 acres being in the J.B. McAnair Survey, Abstract No. 763 and being part of Lot 7 in Block D of the T.J. Shannon Supplement, City Of Sherman, Grayson County, Texas Madelyn Greenwood and Olga Kladova, Bold & Beauty, LLC (Owners), Tommy Juarez (Applicant) and Preston Trail Land Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 0.031 acres of land located at 125 East Wall Street to Allow a Tattoo Studio in a C-2 (General Commercial) District/Central Business District Overlay.

Background:

The property is located at 125 East Wall Street between North Travis Street and North Walnut Street. The owner is requesting a Specific Use Permit to allow a Tattoo Studio in a C-2 (General Commercial) District/Central Business District Overlay.

The following has been approved for this location:

- 7/16/2019 – Specific Use Permit to allow permanent makeup/micro-blading in a C-2 (General Commercial) District/Central Business District. Limited to Madelyn Greenwood. (Ord. 6229)

Origination:

Madelyn Greenwood and Olga Kladova, Bold & Beauty, LLC (Owners)
Tommy Juarez (Applicant)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter and being tied to Tommy Juarez. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6737
2. Exhibit A - Survey & Site Plan
3. Zoning Map
4. Location Map
5. Future Landuse Map
6. Property Notification Sign
7. Elevation
8. Floorplan
9. Narrative
10. Staff Review Letter

ORDINANCE NO. 6737

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A TATTOO STUDIO IN A C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY, LOCATED AT 125 EAST WALL STREET, CONSISTING OF 0.031 ACRES BEING IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 AND BEING PART OF LOT 7 IN BLOCK D OF THE T.J. SHANNON SUPPLEMENT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS MADELYN GREENWOOD AND OLGA KLADOVA, BOLD & BEAUTY, LLC (OWNERS), TOMMY JUAREZ (APPLICANT) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 125 East Wall Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Tattoo Studio, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in yellow on **Exhibit A – Survey and Site Plan**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
5. The property must be properly maintained in a state of good repair and neat appearance.
    a. Exterior façade shall not include any flashing signage or flashing lights used to advertise the business.
    b. No window displays except what was submitted for the Specific Use Permit as the business window sign.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Tommy Juarez, Devine Tattoo Studio, is the lessee of the Property.
8. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

11. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A.**
12. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Tommy Juarez is the lessee of the Property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

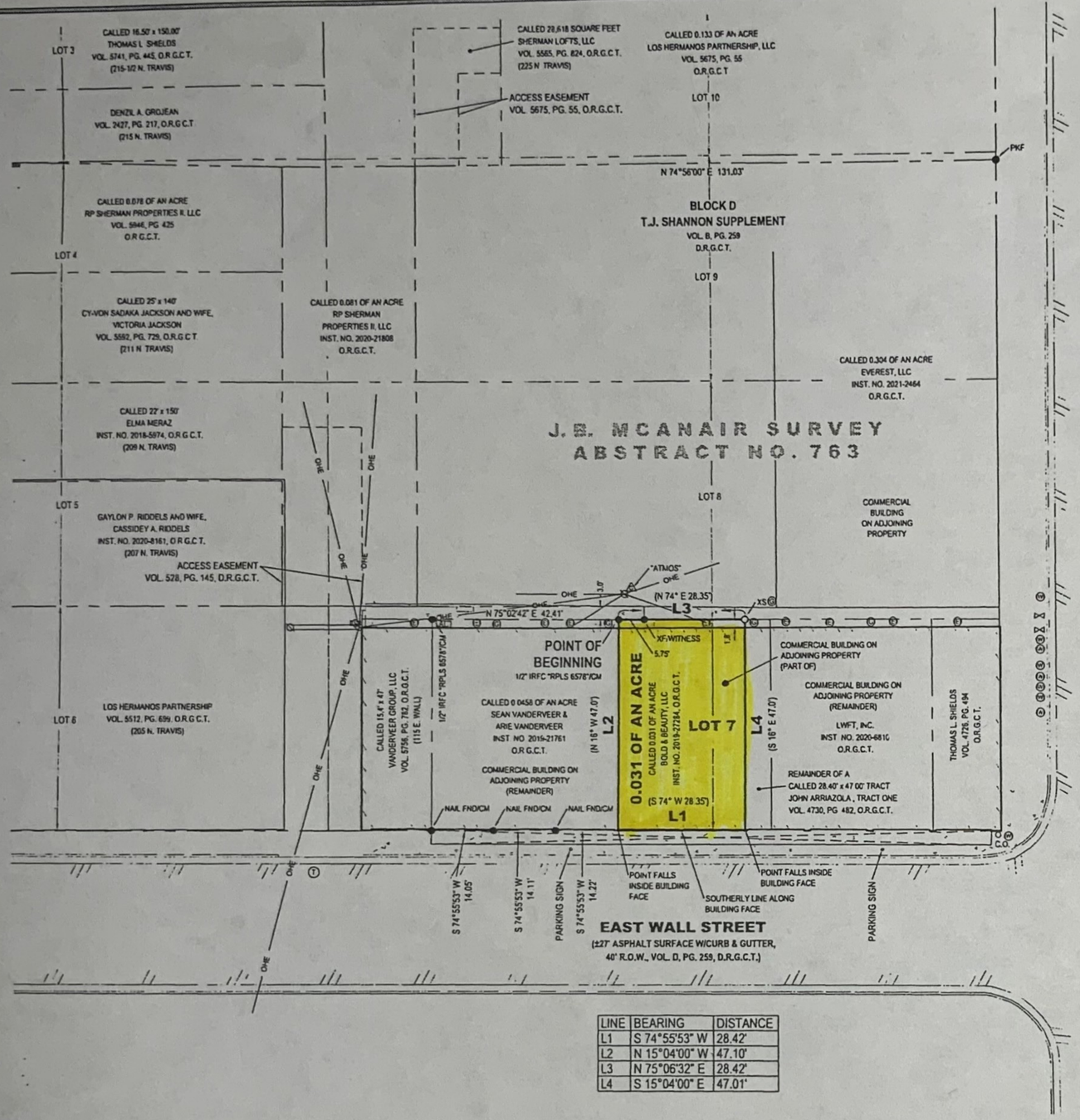
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

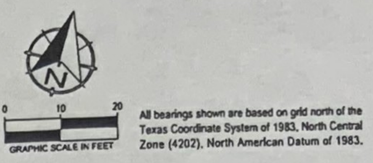
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



LINE	BEARING	DISTANCE
L1	S 74°55'53" W	28.42'
L2	N 15°04'00" W	47.10'
L3	N 75°06'32" E	28.42'
L4	S 15°04'00" E	47.01'



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LAND DESCRIPTION:

BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being part of Lot 7 in Block D of the T.J. Shannon Supplement, according to the plat thereof recorded in Volume B, Page 259, Deed Records, Grayson County, Texas, and being a re-tracement survey of a called 0.031 of an acre tract of land described in the deed to Bold and Beauty, LLC, recorded in Instrument No. 2019-27284, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "RPLS 6578" found for the northwest corner of said 0.031 acre tract, common to the northeast corner of a called 0.0458 of an acre tract of land described in the deed to Sean Vanderveer and Arie Vanderveer, recorded in Volume 2019-21761, said Official Records, and on the northerly line of said Lot 7, and on a southerly line of a called 0.081 of an acre tract of land described in the deed to RP Sherman Properties II, LLC, recorded in Instrument No. 2020-21808, said Official Records, and on the southerly line of Lot 8 in said Block D;

THENCE North 75°06'32" East, with the northerly line of said 0.031 acre tract, and with the northerly line of said Lot 7, and with the southerly line of said 0.081 acre tract, and with the southerly line of said Lot 8, passing en route at a distance of 5.75 feet an "X" scribed in concrete found for the eastern-most southeast corner of said 0.081 acre tract, and continuing on said course, with a southerly line of a called 0.304 of an acre tract of land described in the deed to Everest, LLC, recorded in Instrument No. 2021-2464, said Official Records, a total distance of 28.42 feet to an "X" scribed in concrete set for the northeast corner of said 0.031 acre tract;

THENCE South 15°04'00" East, with the easterly line of said 0.031 acre tract, crossing said Lot 7, a total distance of 47.10 feet to the southeast corner of said 0.031 acre tract, and on the southerly line of said Lot 7, and on the northerly right-of-way line of East Wall Street, said corner falls inside a building face;

THENCE South 74°55'53" West, with the southerly line of said 0.031 acre tract, and with the southerly line of said Lot 7, and with the southerly face of said building, and with the northerly right-of-way line of said East Wall Street, a distance of 28.42 feet to the southwest corner of said 0.031 acre tract, common to the southeast corner of aforesaid 0.0458 acre tract, said corner falls in inside said building face;

THENCE North 15°04'00" West, with the westerly line of said 0.031 acre tract, and with the easterly line of said 0.0458 acre tract, and crossing said Lot 7, a distance of 47.10 feet to the POINT OF BEGINNING and enclosing 0.031 of an acre (1,337 square feet) of land, more or less.

NOTES ADDRESSING SCHEDULE 'B' EXCEPTIONS:

Only those easements and/or other matters of record, as listed in Title Commitment GF No. 0137716, issued by Alliant National Title Insurance Company, countersigned by Red River Title Company, with an effective date of August 23, 2021, and an issued date of August 31, 2020, and relisted below were considered for this Survey. The surveyor did not perform an abstract of title.

1. The surveyed property is subject to any matter, including but not limited to, any matter, including but not limited to, Easements, Roadways and/or Building Set Back Lines as shown on the recorded plat of T.J. Shannon's Supplement to the City of Sherman, Texas, filed of record in Volume B, Page 259, of the Deed Records of Grayson County, Texas.

10f. Easement from R. L. Hall and Margaret Hall to Jerry Lewis and wife, Leebird Lewis of record in Volume 528, Page 145, Deed Records, Grayson County, Texas.
(Does not affect the surveyed property)

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND

●	FOUND MONUMENT	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
○	SET MONUMENT	INST. NO.	INSTRUMENT NO.
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET		ELECTRIC METER
IRF	IRON ROD FOUND		UTILITY/POWER POLE
IRFC	IRON ROD FOUND W/PLASTIC CAP	AC	AC UNIT
RRF	RAILROAD SPIKE FOUND		TELEPHONE MANHOLE
PKF	PK NAIL FOUND		BURIED NATURAL GAS MARKER
XS	"X" SCRIBED IN CONCRETE SET		NATURAL GAS VALVE
CM	CONTROLLING MONUMENT		WATER METER
( )	DEED OR PLAT CALL		WATER VALVE
R.O.W.	RIGHT-OF-WAY		BOUNDARY LINE
C.O.	CLEAN OUT		ADJOINER LINE
VOL., PG.	VOLUME, PAGE		EASEMENT
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS		ASPHALT
			OVERHEAD ELECTRIC/UTILITY

Certify to: Bold & Beauty, LLC; Ameristate Bank, Alliant National Title Insurance Company, Red River Title Company;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 09/24/2021, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

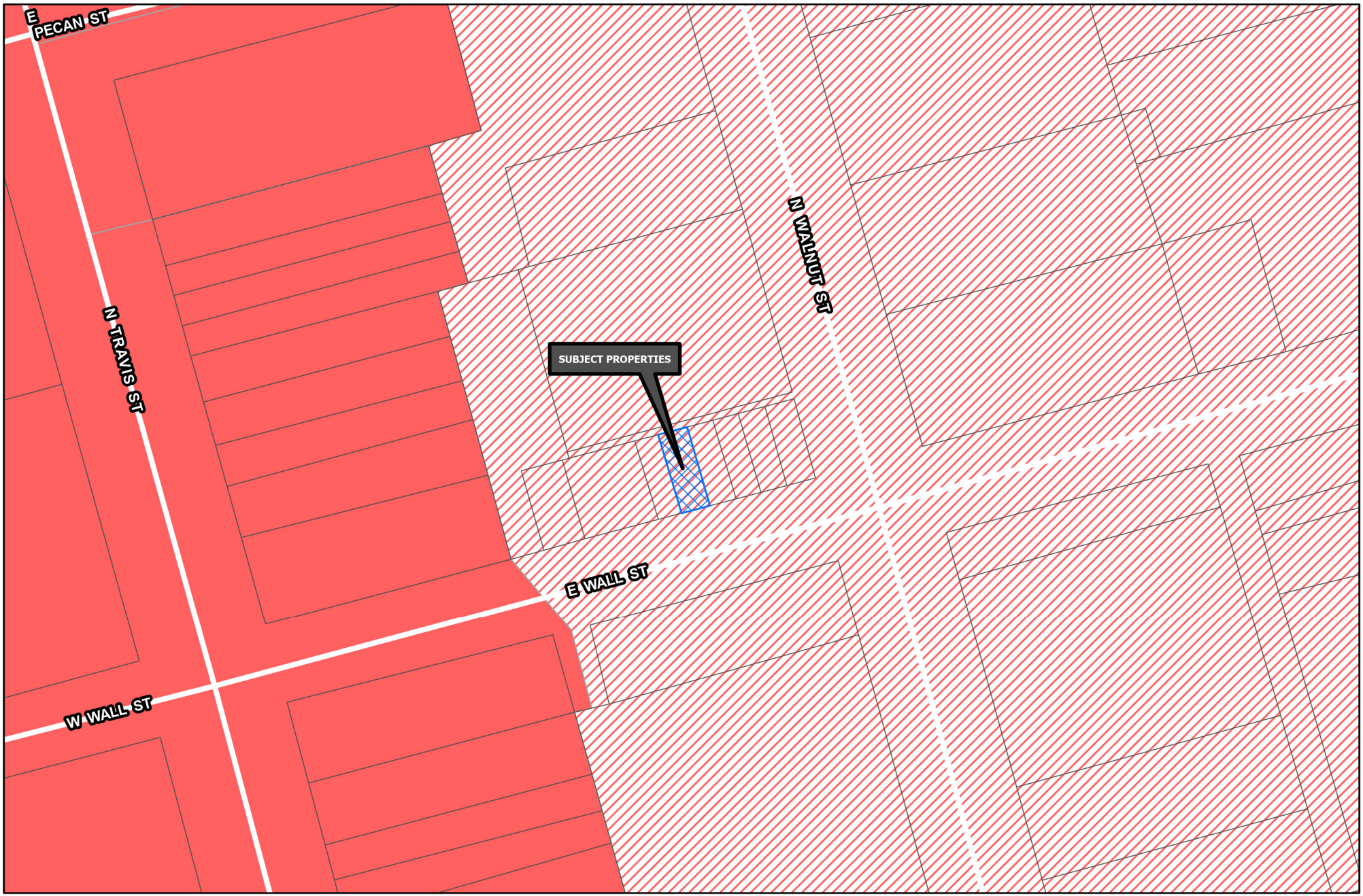
STATE OF TEXAS
REGISTERED
CHRIS R. NOAH
6585
PROFESSIONAL
LAND SURVEYOR

Chris R. Noah, R.P.L.S. No. 6585

TITLE SURVEY
0.031 OF AN ACRE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
T.J. SHANNON SUPPLEMENT
BLOCK D, PART OF LOT 7
123-125 East Wall Street, Sherman
Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: BNH Checked by: CRN	Scale: 1"=20' Date: 09/24/2021	Project No. 21-0586 Sheet No. 1 of 1



Sherman
CLASSIC TOWN. BROAD HORIZON.

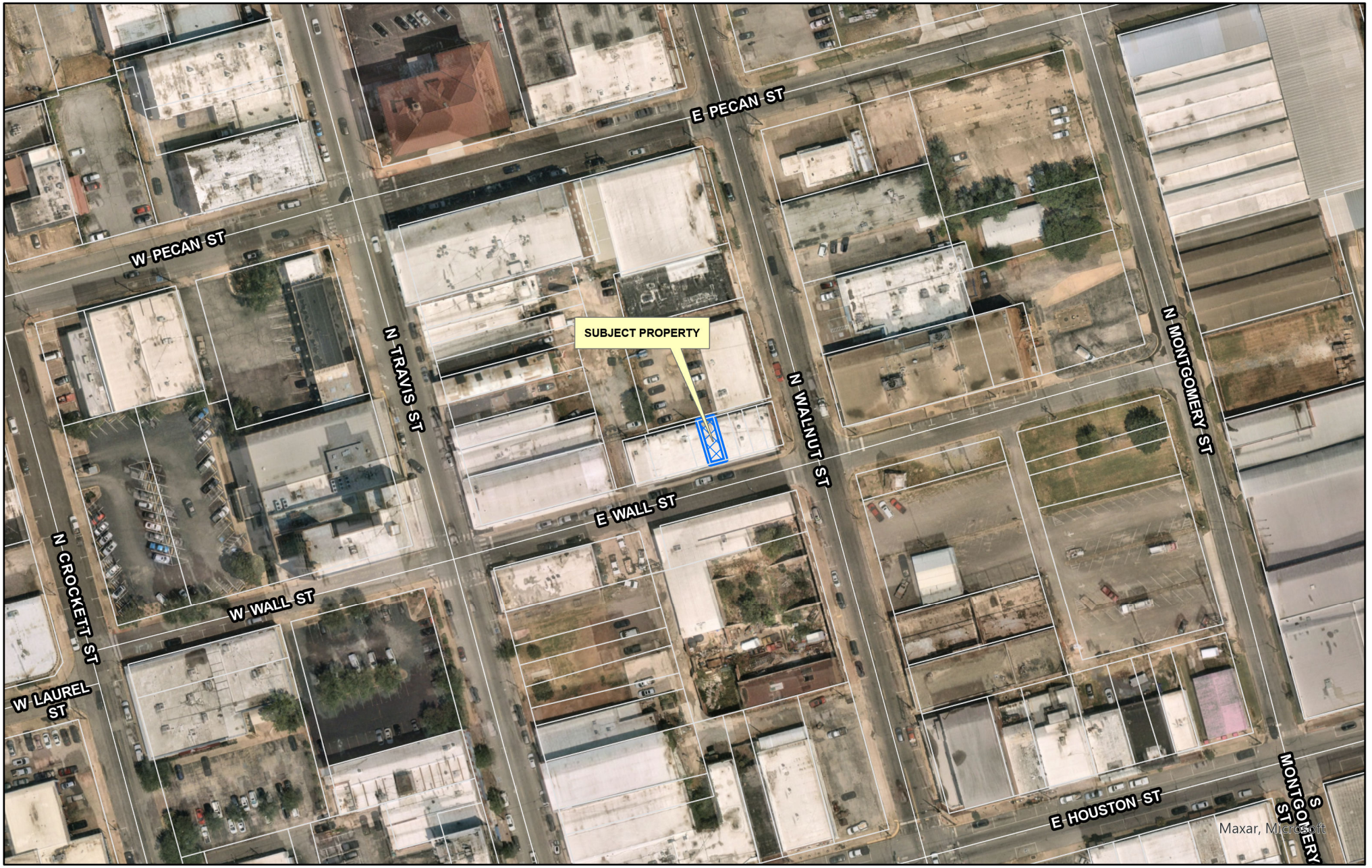
Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
125 E WALL ST

N
W E
S

Date: 1/30/2024 1:37 PM



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
125 E WALL ST

N
W E
S

Date: 4/30/2024 1:27 PM

DOWNTOWN

Intent & Character

The Downtown category is intended to promote the redevelopment of Downtown Sherman. This area has many aspects to consider like mix of uses, historic and cultural elements, aging buildings and infrastructure, and the pedestrian experience. This area should be guided by a Downtown Master Plan that provides uniquely tailored action steps for the area.

Appropriate Land Use Types

- Residential (upper-story, multi-family)
- Retail and Restaurants
- Entertainment
- Office (preferably on the second floor and above)

Compatible Zoning Districts

- Multi-Family Residential (MF-15 and MF-30)
- Office
- Retail Business
- Neighborhood Commercial

Considerations

- Land uses in downtown should be balanced to promote activity during business and evening hours.
- Residential should be encouraged to support non-residential uses.
- Public facility uses should not be expanded and should be relocated if located in a part of downtown that would be better served by a more dynamic use.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
125 E WALL ST

N
W E
S

Date: 4/30/2024 1:27 PM

Add a Caption

Tuesday • May 7, 2024 • 2:23 PM

Adjust

IMG_3313

Apple iPhone 12 Pro Max HEIF

Ultra Wide Camera — 13 mm ƒ2.4

12 MP • 3024 × 4032 • 2.3 MB

ISO 25	14 mm	0 ev	ƒ2.4	1/160 s

Sherman

Adjust

Edit

125
DEVINE
TATTOO STUDIO
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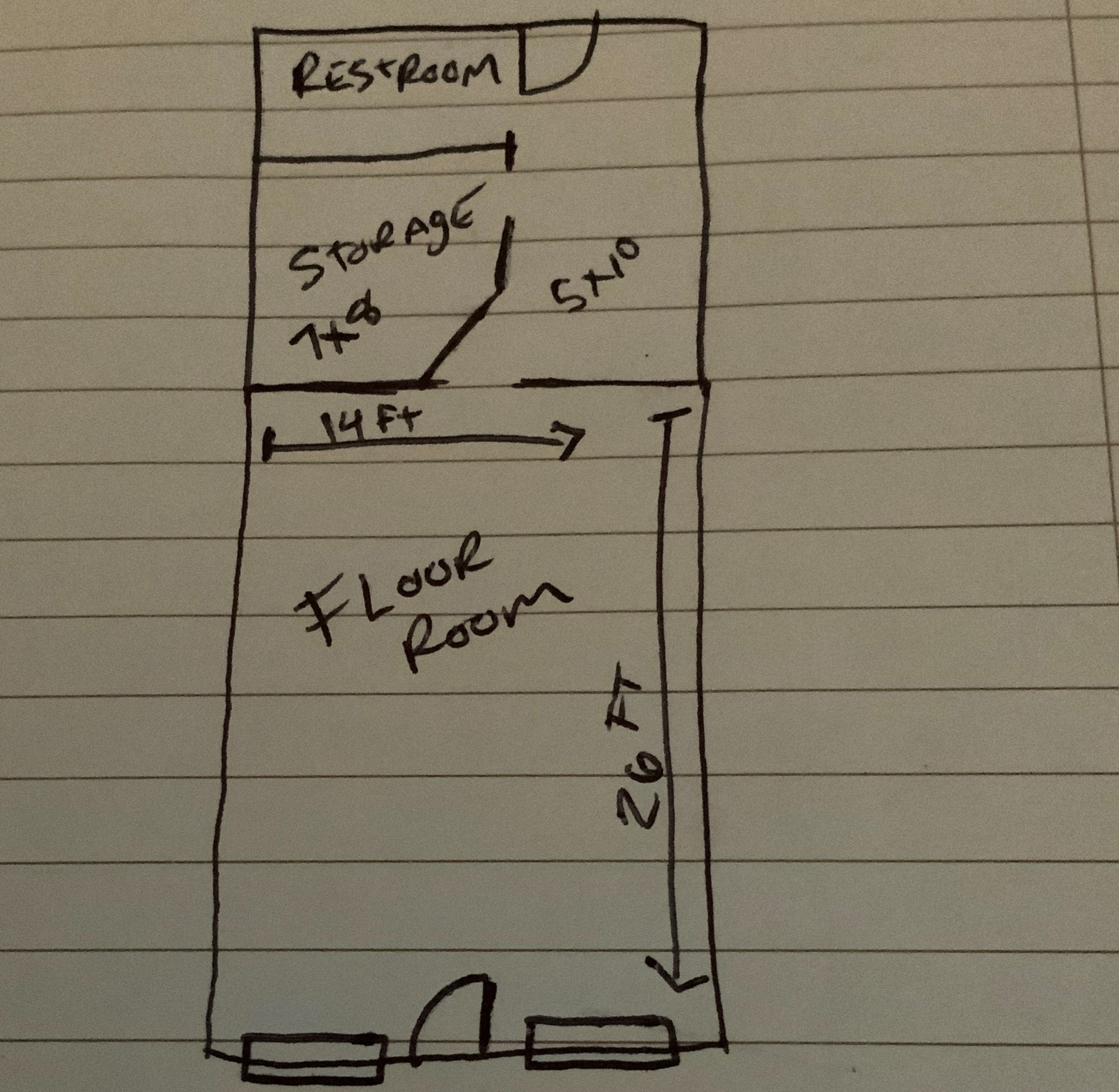


SUBJECT:

April 1,2024

DEVINE TATTOO

125 EAST WALL STREET, SHERMAN, TX 75090

To whom it may concern, I Tommy Juarez have obtained property lease at 125 East Wall Street, Sherman, TX 75090 For professional Business purposes of offering a safe and sanitary environment with (BBP) blood borne pathogens & CPR certifications for body art tattoos. I want to offer my clients with highest quality award winning work in a safe clean comfortable drug and alcohol-free environment.

SINCERELY,

TOMMY JUAREZ

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 14, 2024

Sent via email

Tommy Juarez
1315 Henry Street
Greenville, TX 75401

Madelyn Greenwood
123 & 125 East Wall Street
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing and Specific Use Permit approval under Section 14.06.009 to allow a Tattoo Studio in a C-2 (General Commercial) District/Central Business District Overlay located at 125 East Wall Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 21, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
5. The property must be properly maintained in a state of good repair and neat appearance.
    a. Exterior façade shall not include any flashing signage or flashing lights used to advertise the business.
    b. No window displays except what was submitted for the Specific Use Permit as the business window sign.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Tommy Juarez, Devine Tattoo Studio, is the lessee of the Property.
8. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which

the Site Plan was approved.

10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.8.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6738

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.214 acres being a part of the Samuel Blagg Survey, Abstract No. 56 and being the East ½ of Lot 8, Block 7 of the B.H. Moore Heirs Addition, City Of Sherman, Grayson County, Texas, Located At 303 West Steadman Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, NRG Investments, LLC (Owner), Veronica Garcia (Representative) and Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

Issue:

Consideration of a Zone Change for 0.214 acres of land located at 303 West Steadman Street from an R-6 (Single Family Residential) District to R-4 (Single Family Residential) District.

Background:

The property is located at 303 West Steadman Street near the corner of South Elm Street and West Steadman Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-4 (Single Family Residential) District.

Origination:

NRG Investments, LLC (Owner)
Veronica Garcia (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6738
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Survey
8. House Plans
9. Narrative
10. Opposition Letter

ORDINANCE NO. 6738

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.214 ACRES BEING A PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 AND BEING THE EAST ½ OF LOT 8, BLOCK 7 OF THE B.H. MOORE HEIRS ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 303 WEST STEADMAN STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, NRG INVESTMENTS, LLC (OWNER), VERONICA GARCIA (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 303 West Steadman Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0290G, effective date September 1, 2022.

LEGEND

●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
PP	POWER POLE
W	WATER METER
P.O.B.	POINT OF BEGINNING
— — —	BOUNDARY LINE
— — —	PROPERTY LINE
— □ —	STOCKADE FENCE
OHE	OVERHEAD ELEC.

OWNERS/DEVELOPER
NR CONSTRUCTION
1505 E LAMAR STREET
SHERMAN, TX 75090-6356

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

SHEET 1 OF 1

JOB NO. 24030293
FW: XX – DFT: XX

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56 and being the East 1/2 of Lot 8, Block 7, of the B.H. Moore Heirs Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume "O", Page 405, District Clerk Records, Grayson County, Texas and being that same tract of land described in the deed to NC Construction, recorded in Document Number 2022-4468, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northeast corner of said Lot 8, common to the northeast corner of said NC Construction Tract;

Thence South 15°03'10" East, with the easterly line of said Lot 8, and with the easterly line of said NC Construction Tract, and with the westerly Right-of-Way line of Elm Street, a distance of 190.00 feet to a 1/2" steel rod found for the southeast corner of said Lot 8, common to the southeast corner of said NC Construction Tract, said point also being at the intersection of the easterly Right-of-Way line of said Elm Street and the northerly Right-of-Way line of Steadman Street;

Thence South 74°42'03" West, with the southerly line of said Lot 8, and with the southerly line of said NC Construction Tract, and with the northerly Right-of-Way line of said Steadman Street, a distance of 48.97 feet to a 1/2" steel rod found for the southwest corner of said NC Construction Tract, said point also being in the southerly line of said Lot 8, said point also being in the northerly Right-of-Way line of said Steadman Street;

Thence North 15°04'45" West, with the westerly line of said NC Construction Tract, and over and across said Lot 8, passing en route at a distance of 189.04 feet a found 1/2" steel rod, and continuing on said course a total distance of 190.00 feet to a 1/2" steel rod set for the northwest corner of said NC Construction Tract, said point also being in the northerly line of said Lot 8, said point also being in the southerly line of a 20 foot alley;

Thence North 74°42'03" East, with the northerly line of said Lot 8, and with the northerly line of said NC Construction Tract, and with the southerly line of said 20 foot alley, a distance of 49.06 feet to the Point of Beginning and containing 0.214 acres of land, more or less.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, NRC ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the_____day of _____ 2024, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ , 2024.

Clerk, City of Sherman, Texas

ACCEPTANCE

Certificate of approval by the city planning and zoning commission Approved this _____ day of _____, 2024, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman *Secretary*

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

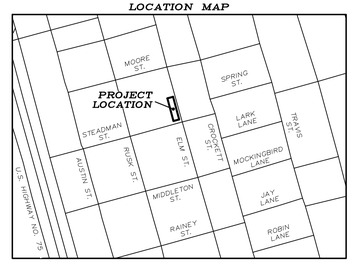
Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, NR CONSTRUCTION, do hereby adopt this plat designating the hereinabove property as the NRC ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2024.

ROBERT GARCIA
NR CONSTRUCTION

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, ROBERT GARCIA known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2024.

Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, ROBERT GARCIA, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as NRC ADDITION, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking of property and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at NRC ADDITION, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS _____ DAY OF_____, 2024.

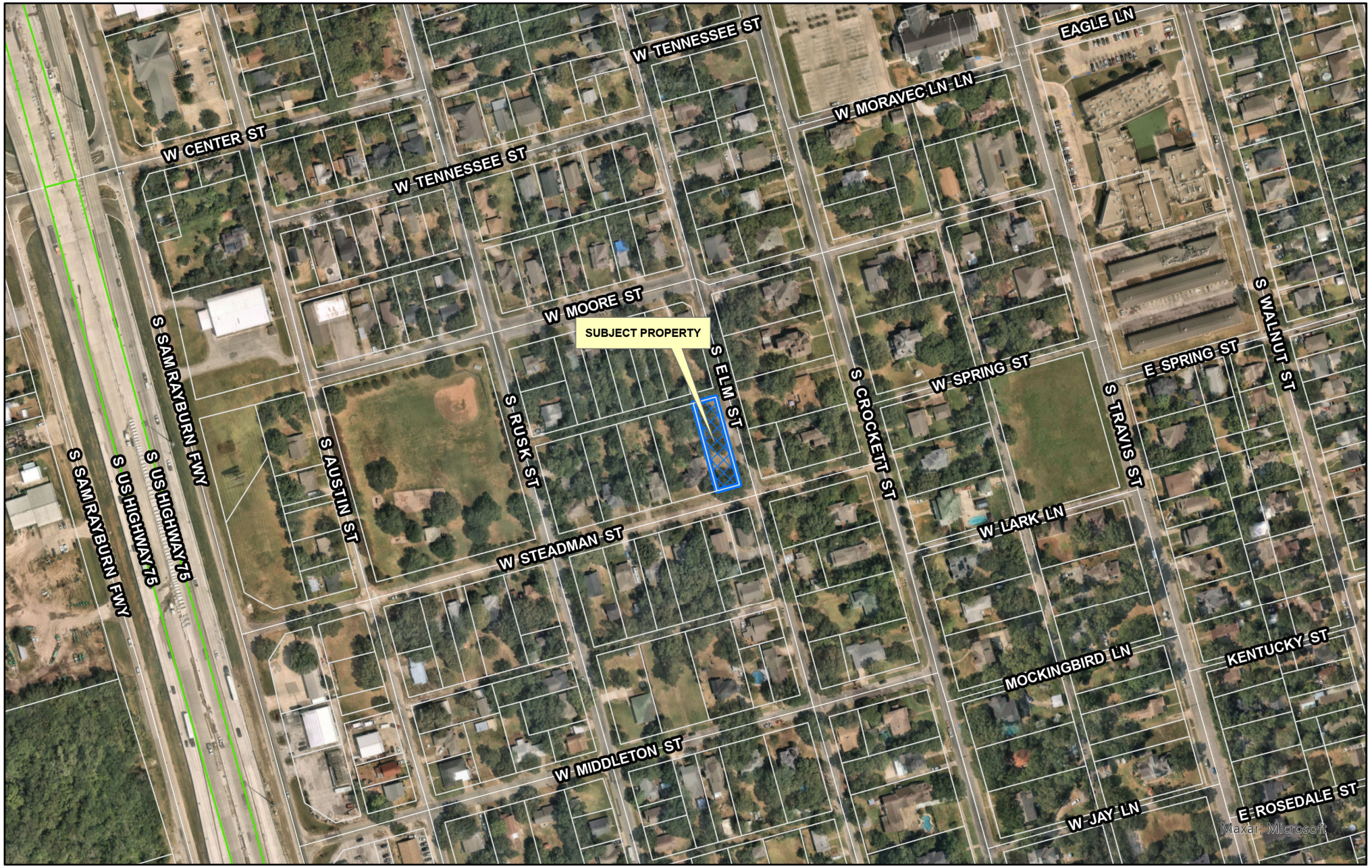
BY: ROBERT GARCIA

BY: _____

PRELIMINARY PLAT
NRC ADDITION

Being a part of the Samuel Blagg Survey, Abstract Number 56. Being in the City of Sherman, Grayson County, Texas. Containing 0.214 acres of land

03-27-2024



dlagrone H:\PLANNING\Public Notification KT.aprx

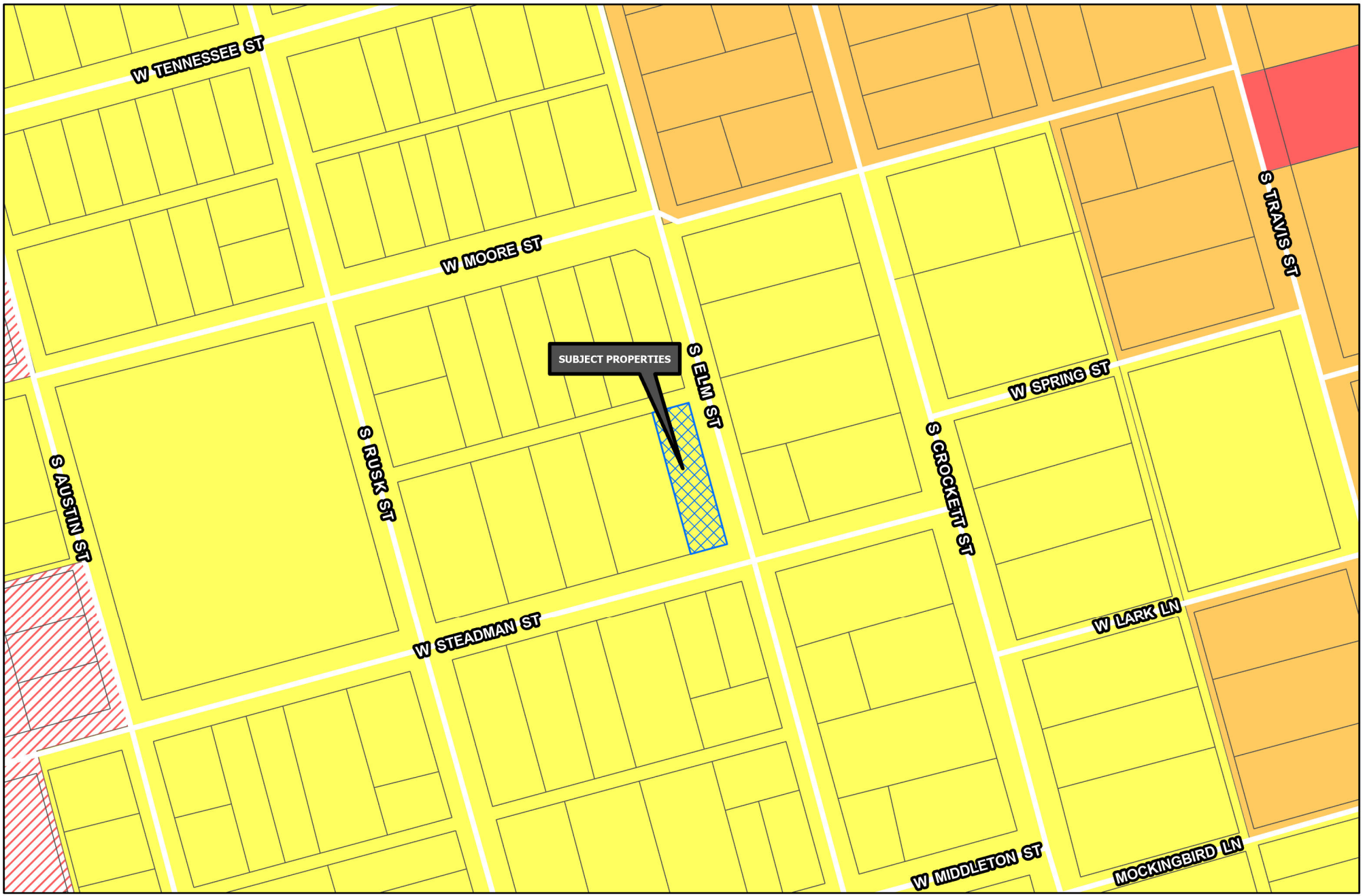
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
303 W STEADMAN ST

N
W E
S

Date: 4/30/2024 1:27 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

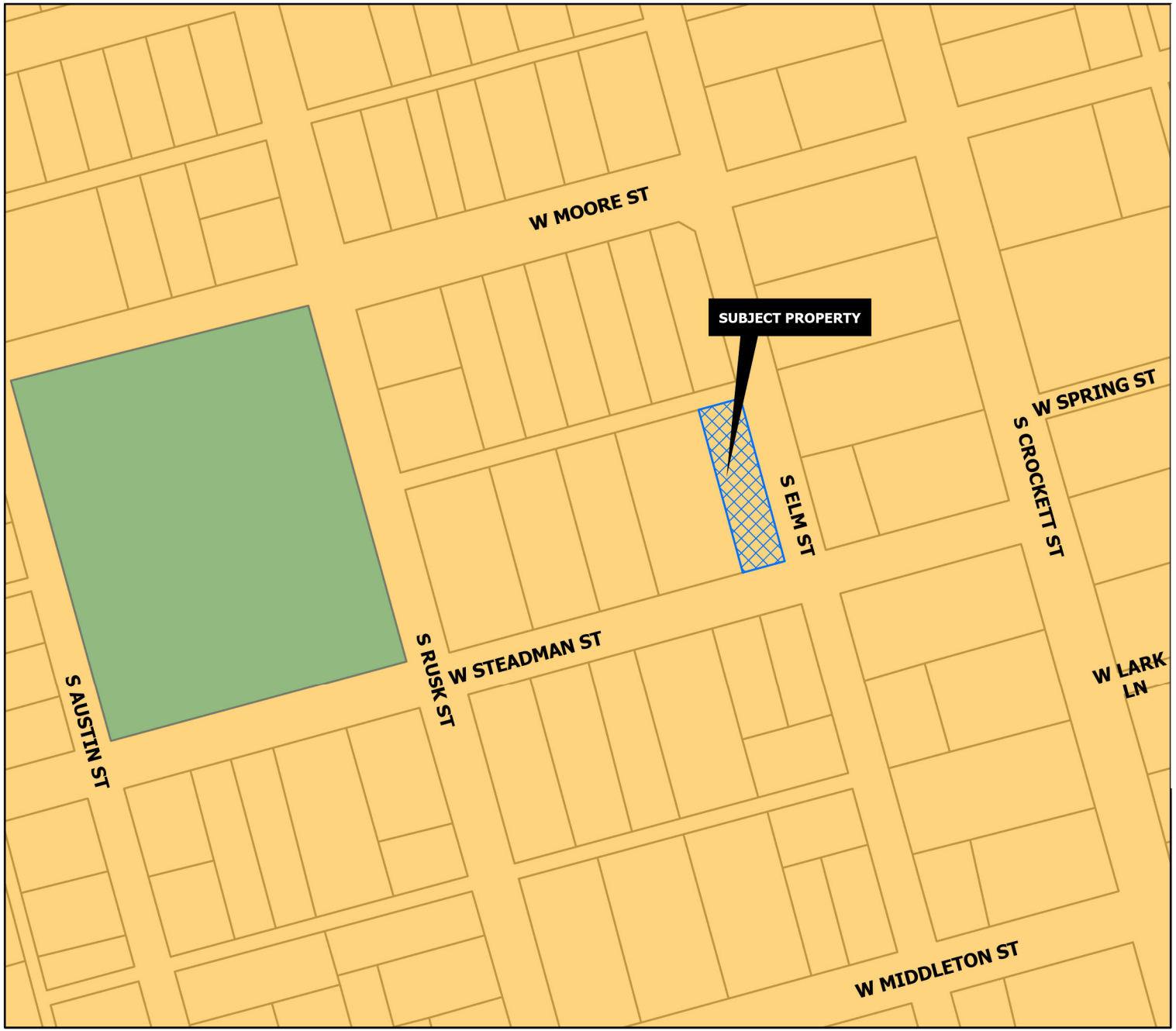
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
303 W STEADMAN ST

N
W E
S

Date: 1/20/2021 2:37 PM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
303 W STEADMAN ST

N
W E
S

Date: 4/30/2021 2:27 PM

NOTICE OF
PROPOSED ZONING
CHANGE

JOB NO. 24030293
FW: XX – DFT: XX

NORTH

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0290G, effective date September 1, 2022.

LEGEND

●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
PP	POWER POLE
W	WATER METER
P.O.B.	POINT OF BEGINNING
	BOUNDARY LINE
	PROPERTY LINE
	STOCKADE FENCE
OHE	OVERHEAD ELEC.

OWNERS/DEVELOPER
NR CONSTRUCTION
1505 E LAMAR STREET
SHERMAN, TX 75090-6356

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

SHEET 1 OF 1

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56 and being the East 1/2 of Lot 8, Block 7, of the B.H. Moore Heirs Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume "O", Page 405, District Clerk Records, Grayson County, Texas and being that same tract of land described in the deed to NC Construction, recorded in Document Number 2022-4468, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northeast corner of said Lot 8, common to the northeast corner of said NC Construction Tract;

Thence South 15°03'10" East, with the easterly line of said Lot 8, and with the easterly line of said NC Construction Tract, and with the westerly Right-of-Way line of Elm Street, a distance of 190.00 feet to a 1/2" steel rod found for the southeast corner of said Lot 8, common to the southeast corner of said NC Construction Tract, said point also being at the intersection of the easterly Right-of-Way line of said Elm Street and the northerly Right-of-Way line of Steadman Street;

Thence South 74°42'03" West, with the southerly line of said Lot 8, and with the southerly line of said NC Construction Tract, and with the northerly Right-of-Way line of said Steadman Street, a distance of 48.97 feet to a 1/2" steel rod found for the southwest corner of said NC Construction Tract, said point also being in the southerly line of said Lot 8, said point also being in the northerly Right-of-Way line of said Steadman Street;

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Thence North 74°42'03" East, with the northerly line of said Lot 8, and with the northerly line of said NC Construction Tract, and with the southerly line of said 20 foot alley, a distance of 49.06 feet to the Point of Beginning and containing 0.214 acres of land, more or less.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, NRC ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the_____day of _____ 2024, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ , 2024.

Clerk, City of Sherman, Texas

ACCEPTANCE

Certificate of approval by the city planning and zoning commission Approved this _____ day of _____, 2024, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman *Secretary*

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

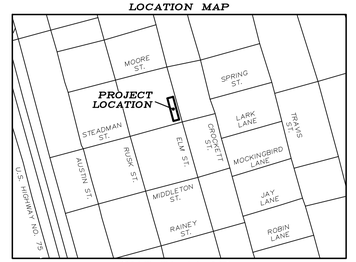
That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, NR CONSTRUCTION, do hereby adopt this plat designating the hereinabove property as the NRC ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2024.

ROBERT GARCIA
NR CONSTRUCTION

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, ROBERT GARCIA known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2024.

Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, ROBERT GARCIA, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as NRC ADDITION, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking of property and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at NRC ADDITION, an addtion to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS _____DAY OF_____, 2024.

BY: ROBERT GARCIA

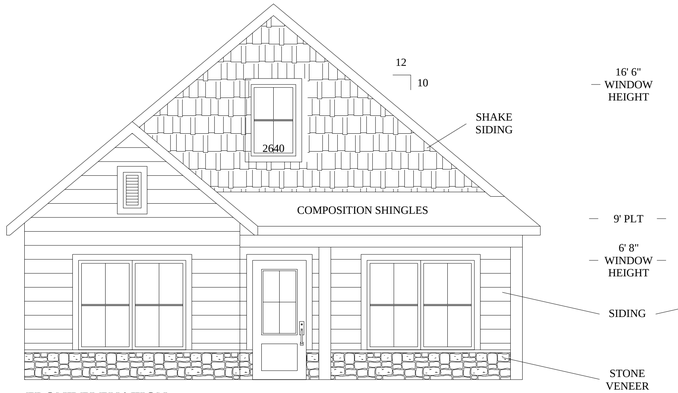
BY: _____

PRELIMINARY PLAT
NRC ADDITION

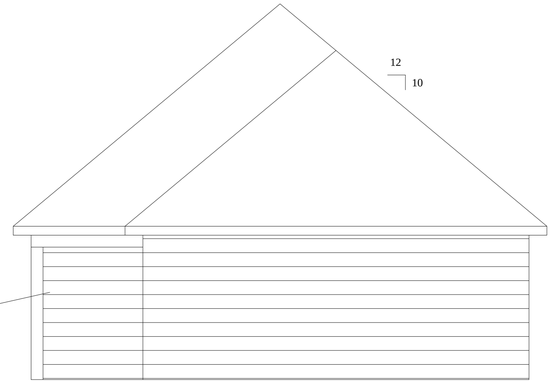
Being a part of the Samuel Blagg Survey, Abstract Number 56. Being in the City of Sherman, Grayson County, Texas. Containing 0.214 acres of land

03-27-2024

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



FRONT ELEVATION



BACK ELEVATION

RIGHT ELEVATION

LEFT ELEVATION

ELEVATION PLAN

D2L DESIGNS, LLC
903.267.1284
HOUSE PLANS

GARCIA HOUSE PLAN

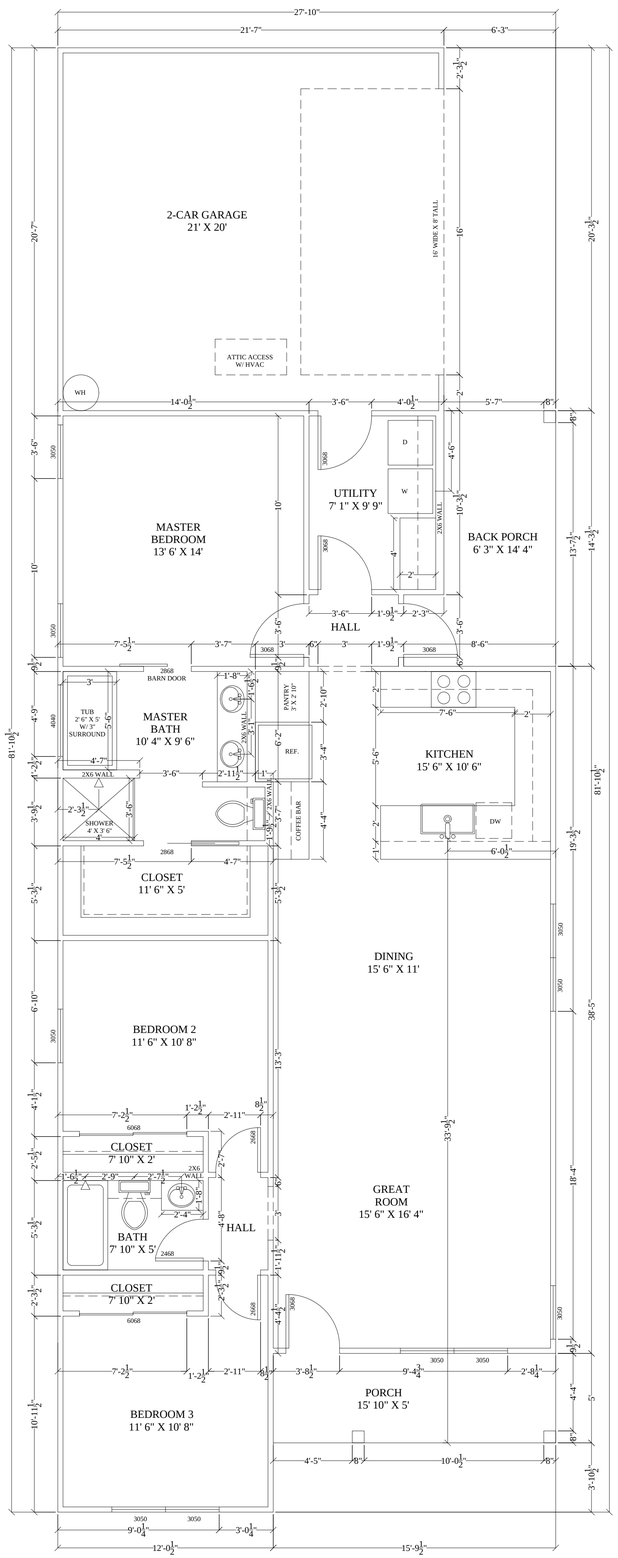
303 STEADMAN STREET
SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

DATE
04/09/24

SHEET
ELEVATION

SCALE
1/4" = 1'



FLOOR PLAN

NOTES:

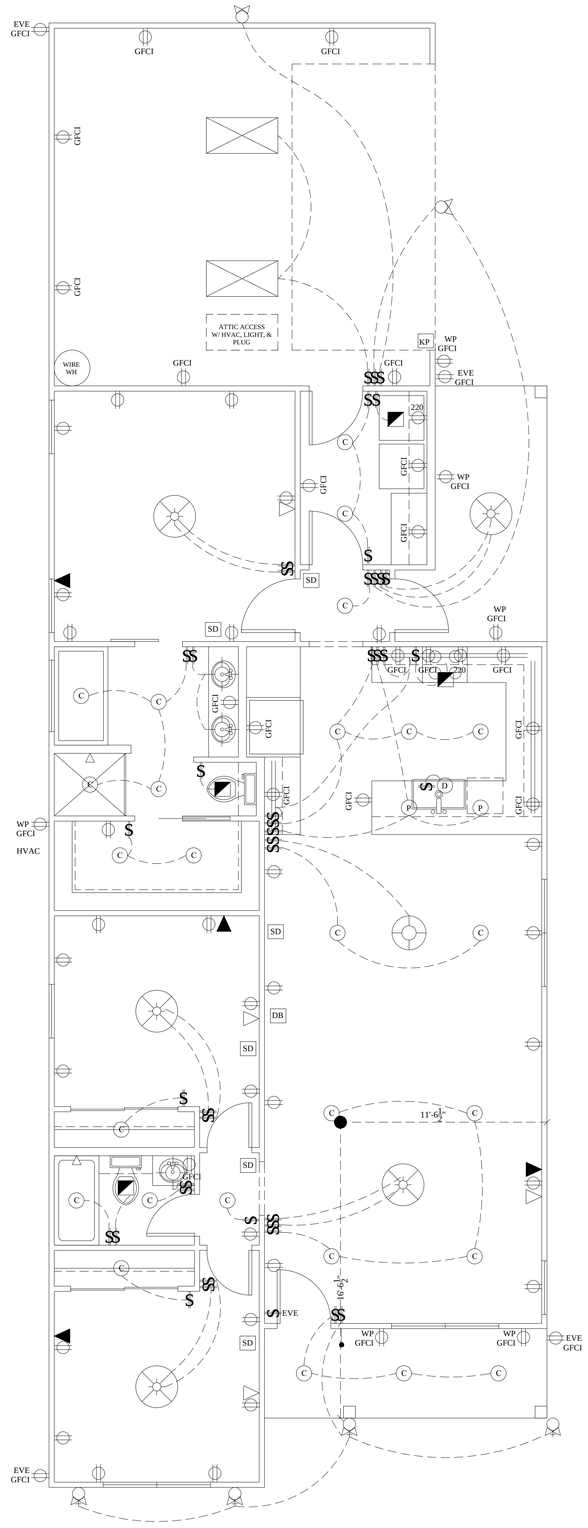
- OWNER & CONTRACTOR TO REVIEW AND APPROVE ALL PLANS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO SPECIFY AND VERIFY ALL MATERIALS USED FOR CONSTRUCTION.
- HOUSE TO BE BUILT BY DIMENSIONS WITH LINES, NOT BY DIMENSIONS ON ROOM LABELS.
- HOUSE TO BE BUILT PER 2018 IRC CODES.
- IF A DOOR OR WINDOW IS NOT DIMENSIONED, IT IS EITHER 6" OFF A WALL OR CENTERED IN A WALL.
- ALL WALLS ARE 2X4 UNLESS NOTED OTHERWISE.
- ALL CEILINGS ARE 9' TALL, UNLESS NOTED OTHERWISE.

SQUARE FOOTAGE
HEATED: 1476
FRONT PORCH: 79
BACK PORCH: 98
GARAGE: 438
TOTAL FOOTAGE: 2091

PLAN DESIGNER:
D2L DESIGNS, LLC
D2LDESIGNS@YAHOO.COM
903.267.1284

ELECTRICAL SCHEDULE

CEILING FAN	HOCKEY PUCK LIGHTS
CEILING FAN W/ LIGHT KIT	TRACK LIGHTING
HANGING FIXTURE	UNDERCABINET
CEILING OR WALL MOUNTED FIXTURE	ROPE LIGHTING
P PENDANT	CEILING MOUNTED
C RECESSED CAN	DOUBLE FLOOD LIGHTS MOTION SENSOR
RECESSED EYEBALL	LANDSCAPE LIGHTS PHOTO CELL
DOOR JAMB SWITCH	PHONE / DATA
SWITCH	TV / DATA
3 THREE WAY SWITCH	DOORBELL
D DIMMER SWITCH	DB DOORBELL CHIME
ARC-FAULT, 110-V OUTLET	ARC-FAULT, FLOOR 110-V OUTLET
4 ARC-FAULT, GROUND-FAULT, QUADPLEX, 110-V OUTLET	EXHAUST FAN W/LIGHT
GFCI GROUND-FAULT, ARC-FAULT, 110-V OUTLET	EXHAUST FAN
GFCI GROUND-FAULT, CEILING, 110-V OUTLET	CH CEILING HEATER
WP GFCI WEATHER PROOF, ARC-FAULT GROUND-FAULT, 110-V OUTLET	KP GARAGE DOOR KEY PAD
D SINK DISPOSAL	CH CEILING HEATER
	SD SMOKE DETECTOR
	GEN WEATHER PROOF, ARC-FAULT GROUND-FAULT, GENERATOR
	EVE GFCI WEATHER PROOF, ARC-FAULT GROUND-FAULT, 110-V OUTLET, EVE PLUG
	220 ARC-FAULT, GROUND-FAULT, 220-V OUTLET



ELECTRICAL PLAN

D2L DESIGNS, LLC
903.267.1284
HOUSE PLANS

GARCIA HOUSE PLAN

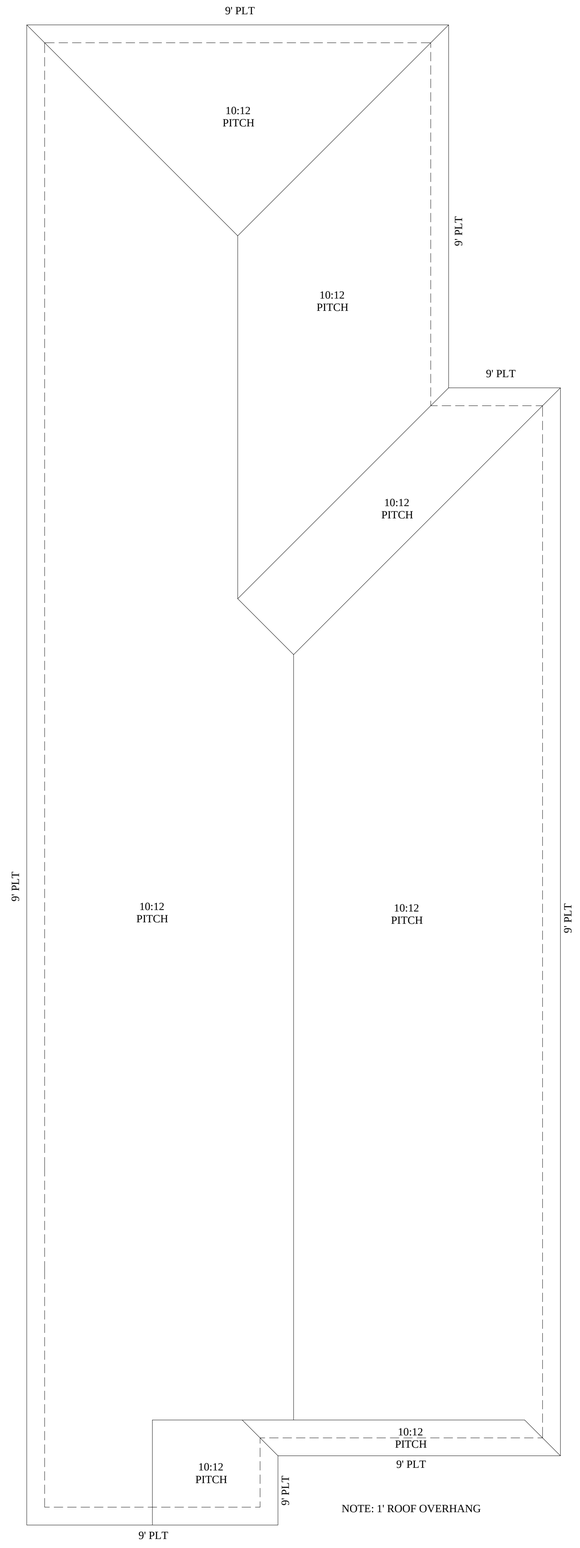
303 STEADMAN STREET
SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

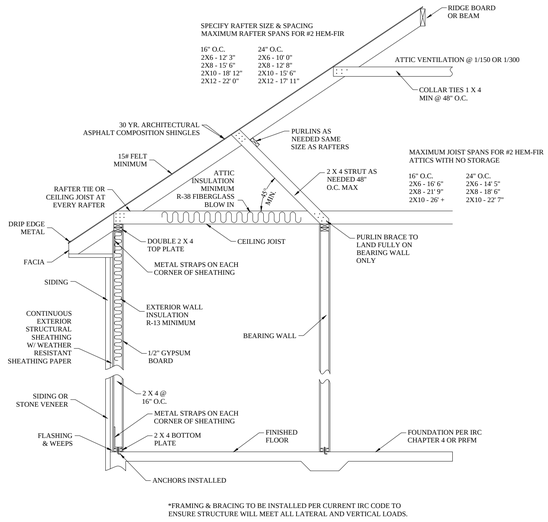
DATE
04/09/24

SHEET
FP & ELECTRICAL

SCALE
1/4" = 1'



ROOF PLAN



*FRAMING & BRACING TO BE INSTALLED PER CURRENT IRC CODE TO ENSURE STRUCTURE WILL MEET ALL LATERAL AND VERTICAL LOADS.

FRAMING & BRACING PLAN

D2L DESIGNS, LLC
903.267.1284
HOUSE PLANS

GARCIA HOUSE PLAN

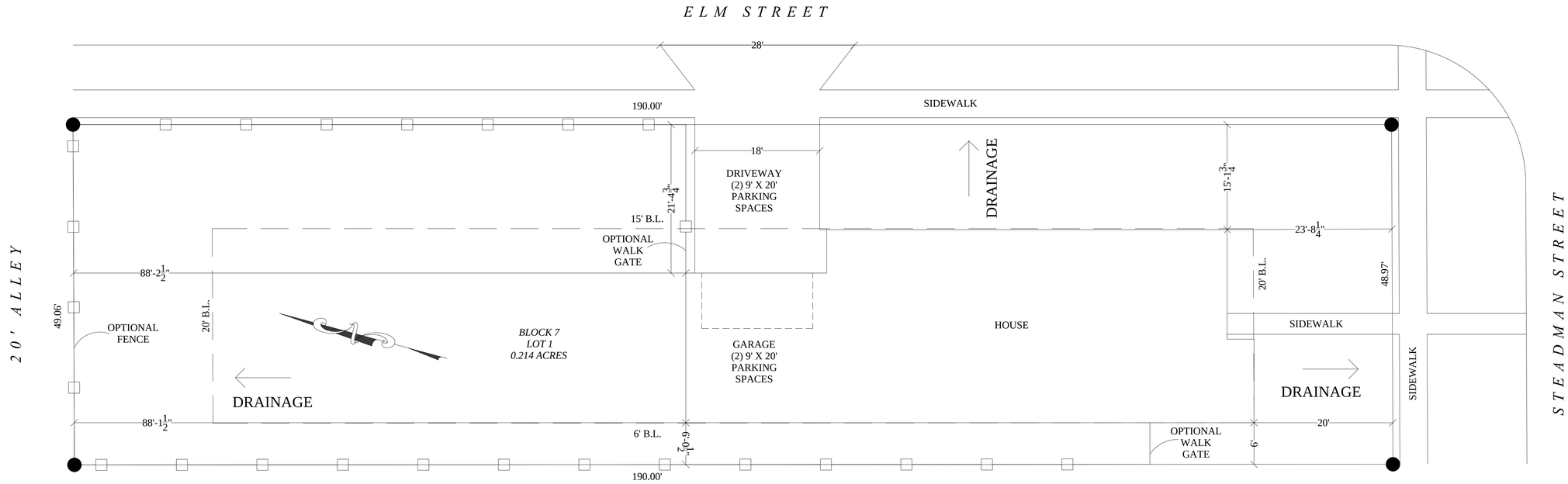
303 STEADMAN STREET
SHERMAN, TEXAS

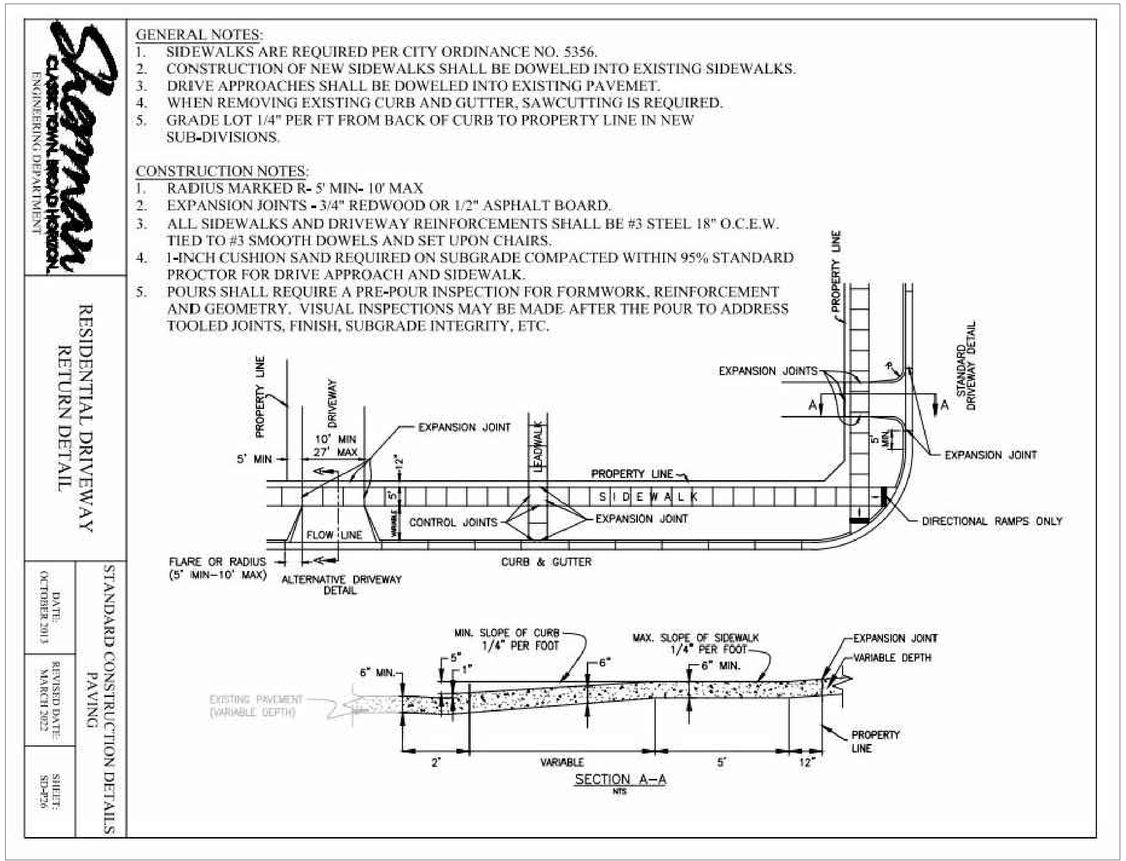
D2LDESIGNS@YAHOO.COM

DATE
04/09/24

SHEET
ROOF & FRAME

SCALE
1/4" = 1'





SITE PLAN

D2L DESIGNS, LLC
903.267.1284
HOUSE PLANS

GARCIA HOUSE PLAN

303 STEADMAN STREET
SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

DATE
04/09/24

SHEET
SITE

SCALE
1/8" = 1'

Project zone to be changed to R-4 Patio Home. To accommodate the plan submitted.

I am a resident within 200 ft of the referenced property requesting a zoning change from R-6 to R-4.

I will not be able to attend the public hearing on May 21st. Please note, however, I have worked long and hard to keep the historic nature of the neighborhood alive and would object to the construction of anything other than one (1) single family (owner occupied) residence on the totality of the .214 acres, which residence would face W. Steadman with front entry off of W. Steadman (and no access to/from or parking on Elm) with a look and feel that complements the architectural details of the older/historic homes in the area of the subject property.

Thank you.

Kim Perry
910 S. Crockett St.
Sherman, TX 75090

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.9.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6739

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile, Motorcycle, Boat, or Trailer Sales, New or Used in a C-1 (Retail Business) District, Located At 1309 West Houston Street, being Lot Two (2) of the Replat of the South Ten Feet of Lot Three, and all of Lots Five, Seven, Nine and Eleven, Block Two, Green Mount Addition, City Of Sherman, Grayson County, Texas Blake Andrews (Owner), S & G Auto Sales (Applicant) and Sartin & Associate, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 1309 West Houston Street to Allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-1 (Retail Business) District.

Background:

The property is located at 1309 West Houston Street at the intersection of North Holly Avenue and West Houston Street. The owner is requesting a Specific Use Permit to allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-1 (Retail Business) District.

The following has been approved for this location:
6/8/1999 – Specific Use Permit to allow automotive sales in a C-1 (Retail Business) District.

Origination:

Blake Andrews (Owner)
S & G Auto Sales (Applicant)
Sartin & Associate, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter removing Item #5, tied to S&G Auto Sales and Metal fence paneling be replaced with wood board on board or masonry. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6739
2. Exhibit A - Survey and Legal Description
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Elevations
9. Narrative
10. Staff Review Letter

ORDINANCE NO. 6739

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE, MOTORCYCLE, BOAT, OR TRAILER SALES, NEW OR USED IN A C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 1309 WEST HOUSTON STREET, BEING LOT TWO (2) OF THE REPLAT OF THE SOUTH TEN FEET OF LOT THREE, AND ALL OF LOTS FIVE, SEVEN, NINE AND ELEVEN, BLOCK TWO, GREEN MOUNT ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS BLAKE ANDREWS (OWNER), S & G AUTO SALES (APPLICANT) AND SARTIN & ASSOCIATE, INC. (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 1309 West Houston Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to an Automobile, motorcycle, boat, or trailer sales, new or used, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey and Legal Description**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. The dumpster/trash enclosure shall be screened. The screening shall be constructed of masonry or similar durable material. *(Sec. 14.04.004(4)(c)).*
4. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
    a. The non-conforming metal panel fence panels shall be removed and replaced with wood board-on-board fencing or masonry fencing.
5. Banners, pennants, searchlights or other wind-driven signs are prohibited.
6. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Yadira Sagastume, S & G Auto Sales is the lessee of the Property.
10. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
11. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

<u>Engineering</u>

14. Parked vehicles shall not be permitted within sight triangle at intersection of Holly Avenue and Houston Street. *Code of Ordinances 10.03.003*

<u>Additional Conditions:</u>

15. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

16. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than S&G Auto Sales is the lessee of the Property.
17. The use is limited to wholesale and retail auto sales.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

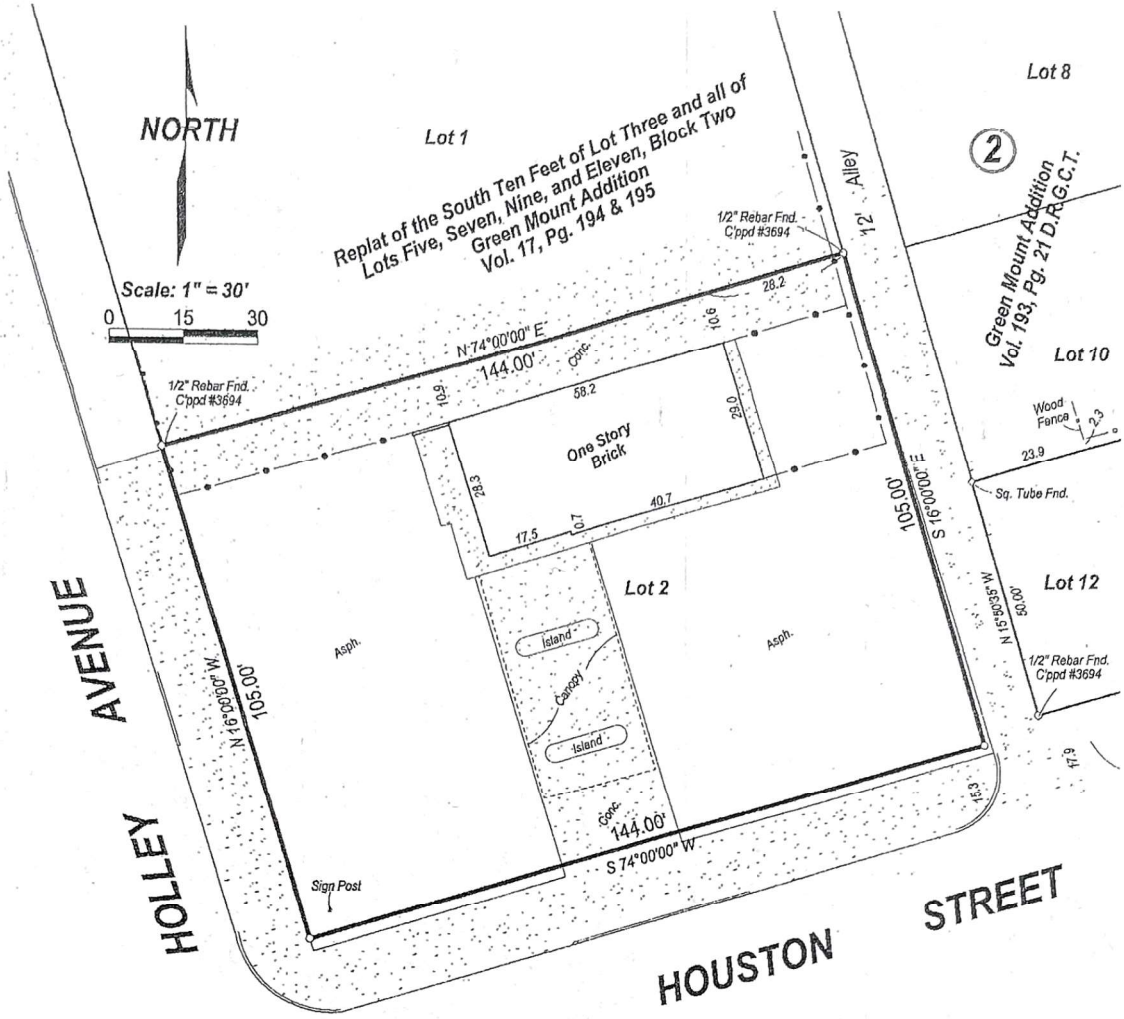
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



SARTIN & ASSOCIATES, INC.

Registered Professional Land Surveyors

109 S. Travis, P. O. Box 1843 Sherman, Texas 75091 - 1843
Ph.: (903) 892-8003 Fax: (903) 868-2970 Email - msartin@gcecisp.com

SURVEY FOR: SCOTT CARTER & AMBER CARTER

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 24th day of October, 2013 of the following described property:

Lot TWO (2) of the REPLAT OF THE SOUTH TEN FEET OF LOT THREE, AND ALL OF LOTS FIVE, SEVEN, NINE AND ELEVEN, BLOCK TWO, GREEN MOUNT ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 17, Pages 194 & 195, Plat Records, Grayson County, Texas.

That the improvements on said property are known as **1309 W. HOUSTON STREET, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

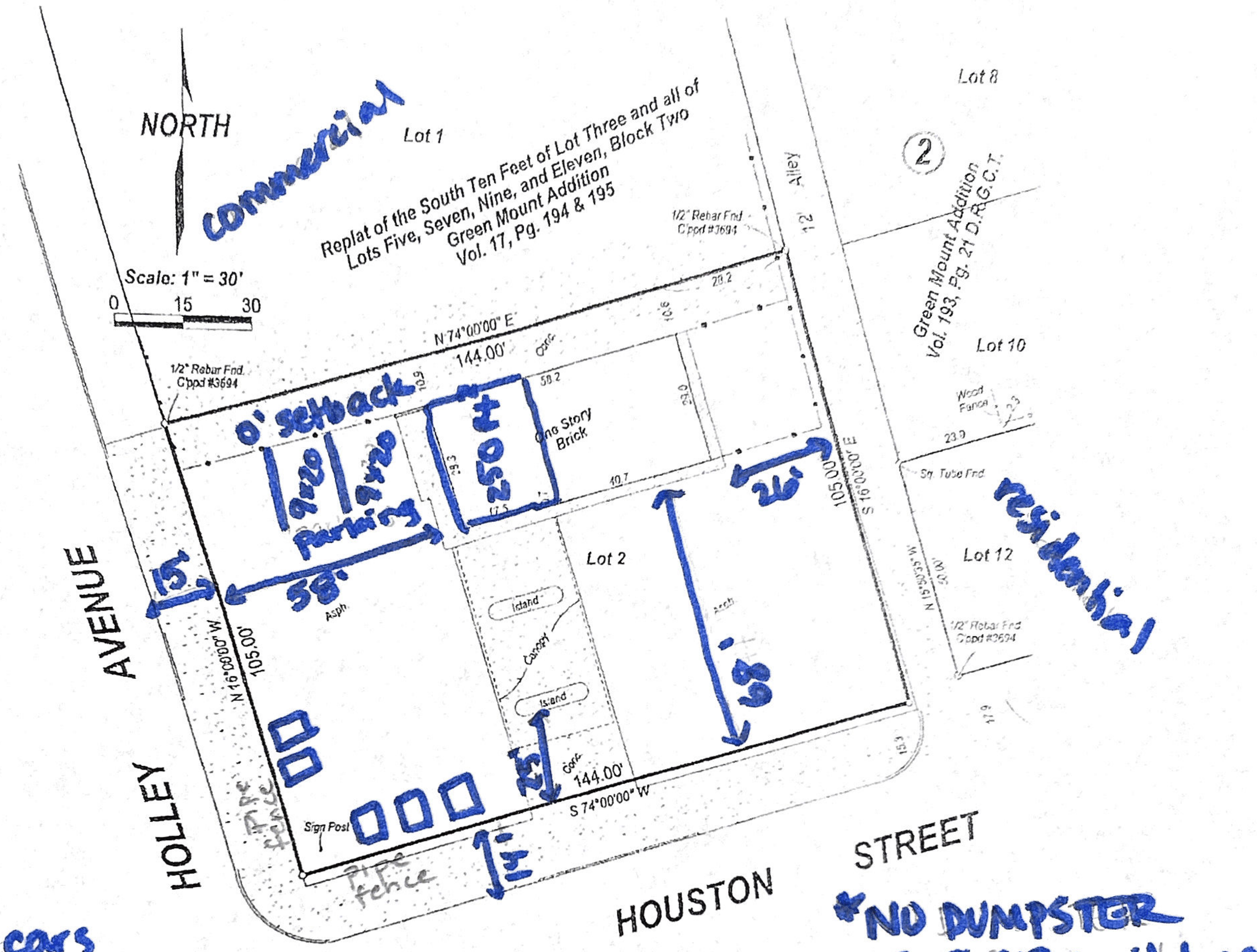
THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

STATE OF TEXAS REGISTERED MARSHALL SARTIN-II 3694 PROFESSIONAL LAND SURVEYOR

Marshall Sartin R.P.L.S. # 3694

J-ANDREWS.pcs

EXHIBIT B



□- where cars will be parked 5 cars max

*NO DUMPSTER
*1568 ft² building
*250 ft² showroom space
*25ft front setback

SARTIN & ASSOCIATES, INC.

Registered Professional Land Surveyors

109 S. Travis, P. O. Box 1843 Sherman, Texas 75091 - 1843
Ph.: (903) 892-8003 Fax: (903) 868-2970 Email - msartin@gcecisp.com

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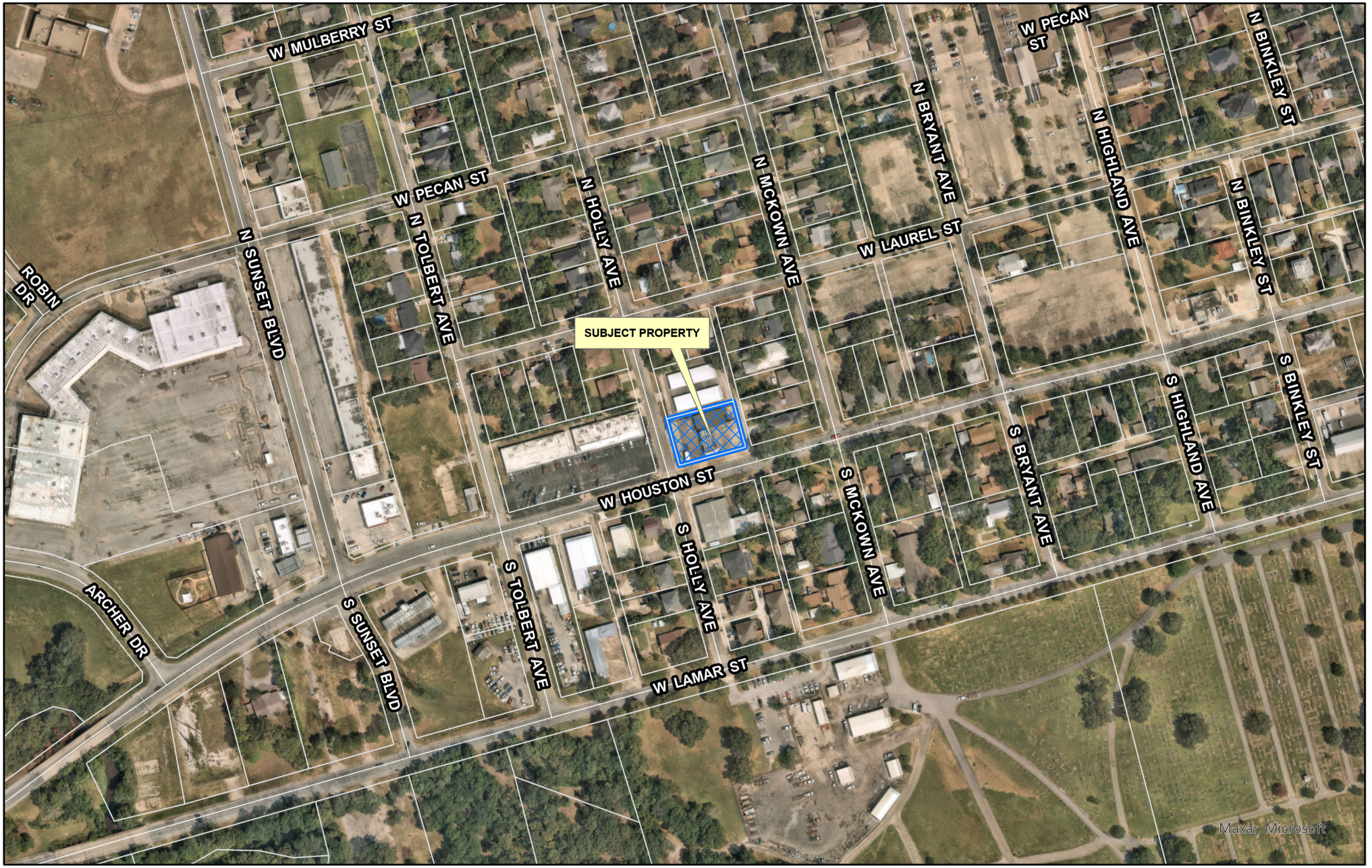
STATE OF TEXAS
REGISTERED
MARSHALL SARTIN III
3694
PROFESSIONAL
LAND SURVEYOR

Marshall Sartin R.P.L.S. # 3694

J-ANDREWS.pcs



dlagrone H:\PLANNING\Public Notification KT.aprx

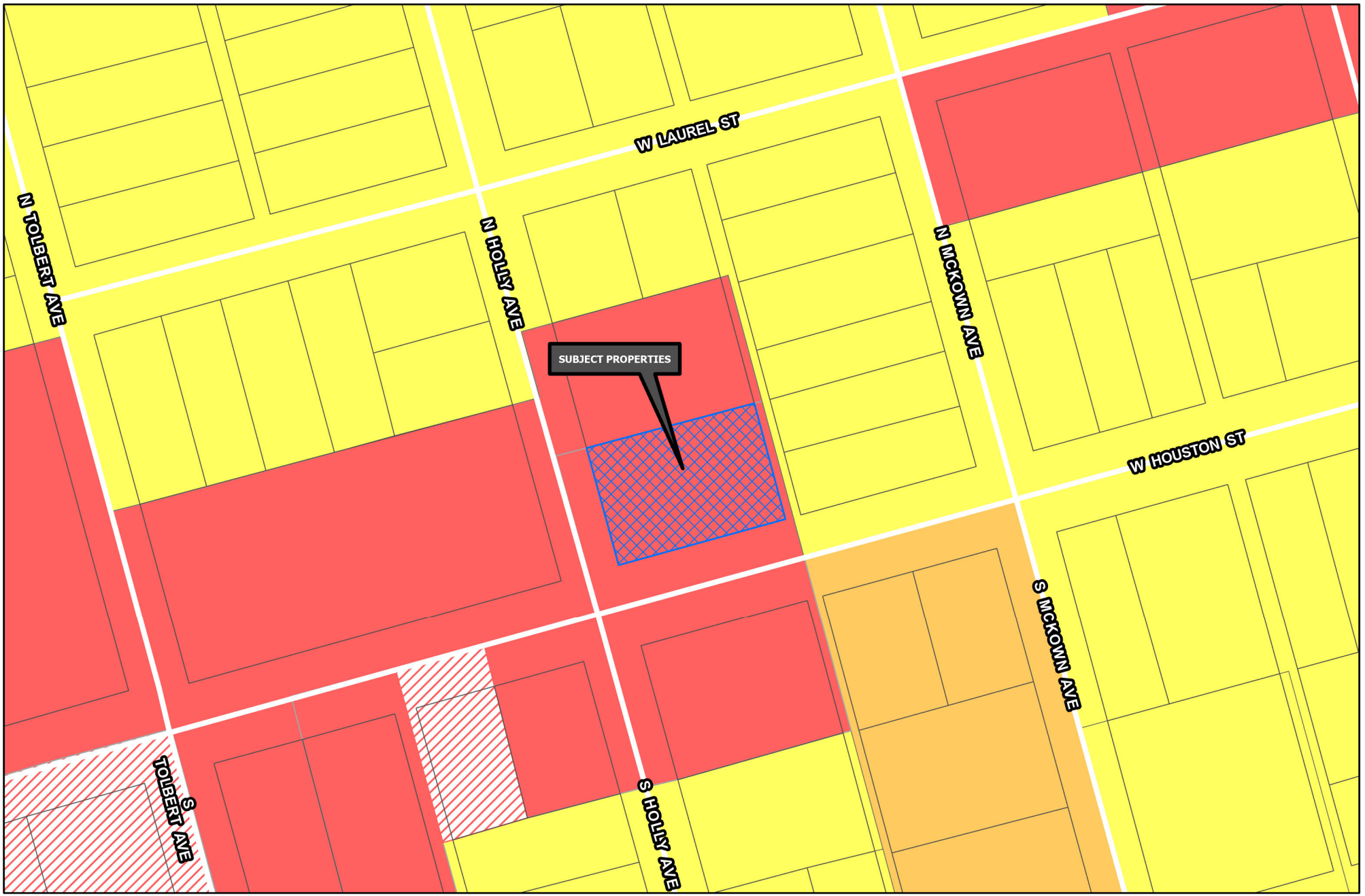
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1309 W HOUSTON ST

N
W E
S

Date: 4/30/2024 2:57 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
1309 W HOUSTON ST

N
W E
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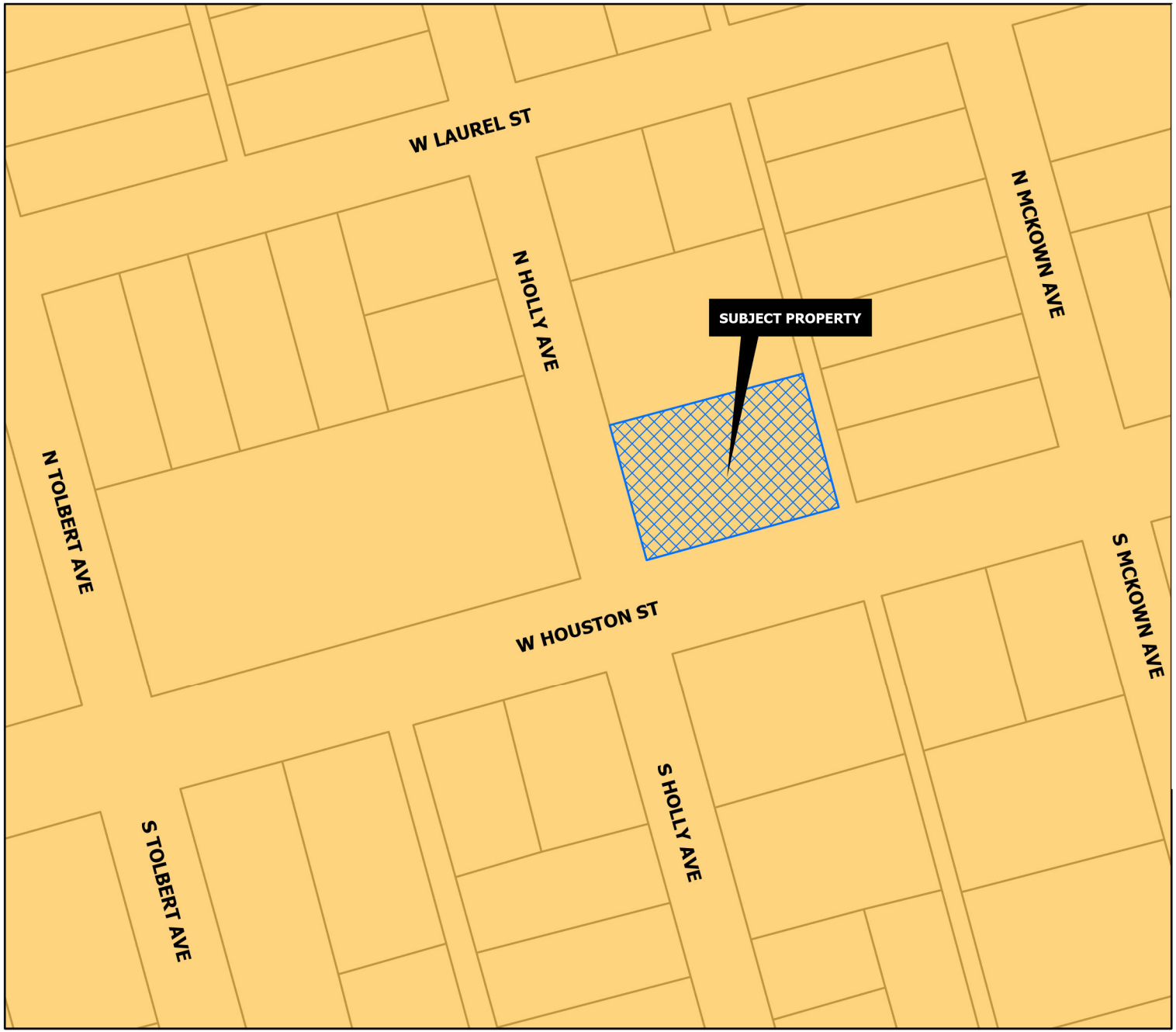
Date: 4/20/2021 1:57 PM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
1309 W HOUSTON ST

N
W E
S

Date: 4/30/2022 5:57 PM

Marlow, Lauren

From: Planning
To: ashley
Subject: RE: 1309 W Houston

From: ashley
Sent: Friday, May 3, 2024 12:32 PM
To: Planning
Subject: 1309 W Houston

Here is a photo of the sign we posted. Please let me know if this works ok for you guys.

Thanks

April 10, 2024

S&G Auto Sales

RE: 1309 W. Houston Sherman, TX 75092

The above location will be used for wholesale and retail auto sales. A few vehicles will be parked at the front of the building on display. No updates or changes will be made to the above reference location. The property will remain as is.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 14, 2024

Sent via email

Blake Andrews
2408 San Miguel Street
Sherman, TX 75092

S&G Auto Sales
1107 Shady Oaks
Denton, TX 76205

Dear Applicants,

The request of a Public Hearing and Variance under Section 14.02.016 to allow a 0' rear setback in lieu of the required 25' for the existing structure and a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 to allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-1 (Retail Business) District located at 1309 West Houston Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 21 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. The dumpster/trash enclosure shall be screened. The screening shall be constructed of masonry or similar durable material. *(Sec. 14.04.004(4)(c)).*
4. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
    a. The non-conforming metal panel fence panels shall be removed and replaced with wood board-on-board fencing or masonry fencing.
5. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
    a. The existing non-conforming pole sign shall be removed.
6. Banners, pennants, searchlights or other wind-driven signs are prohibited.
7. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
8. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
9. The property must be properly maintained in a state of good repair and neat appearance.
10. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Yadira Sagastume, S & G Auto Sales is the lessee of the Property.
11. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
12. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may

be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*

13. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
14. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

15. Parked vehicles shall not be permitted within sight triangle at intersection of Holly Avenue and Houston Street. *Code of Ordinances 10.03.003*

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.10.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6740

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 4.38 acres being Lot 2, Block 1 of the Palabra de Fe de Sherman Addition, City Of Sherman, Grayson County, Texas, Located At 601 North Harrison Avenue, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Palabra de Fe (Owner), Valentin Salinas (Representative) and Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

Issue:

Consideration of a Zone Change for 4.38 acres of land located at 601 North Harrison Avenue from an MF-30 (Multi Family Residential) District to R-6 (Single Family Residential) District.

Background:

The property is located at 601 North Harrison Avenue at the corner of East Brockett Street and North Harrison Avenue. The owner is requesting a Zone Change from MF-30 (Multi Family Residential) District to R-6 (Single Family Residential) District.

The following has been approved for this location:

- 2/11/1969 - Specific Use Permit to allow a Youth Center in an R-1 (One Family Residential) District

Origination:

Palabra de Fe (Owner)
Valentin Salinas (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6740
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Site Plan 601 N. Harrison
8. Narrative

ORDINANCE NO. 6740

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 4.38 ACRES BEING LOT 2, BLOCK 1 OF THE PALABRA DE FE DE SHERMAN ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 601 NORTH HARRISON AVENUE, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, PALABRA DE FE (OWNER), VALENTIN SALINAS (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 601 North Harrison Avenue and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-6 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

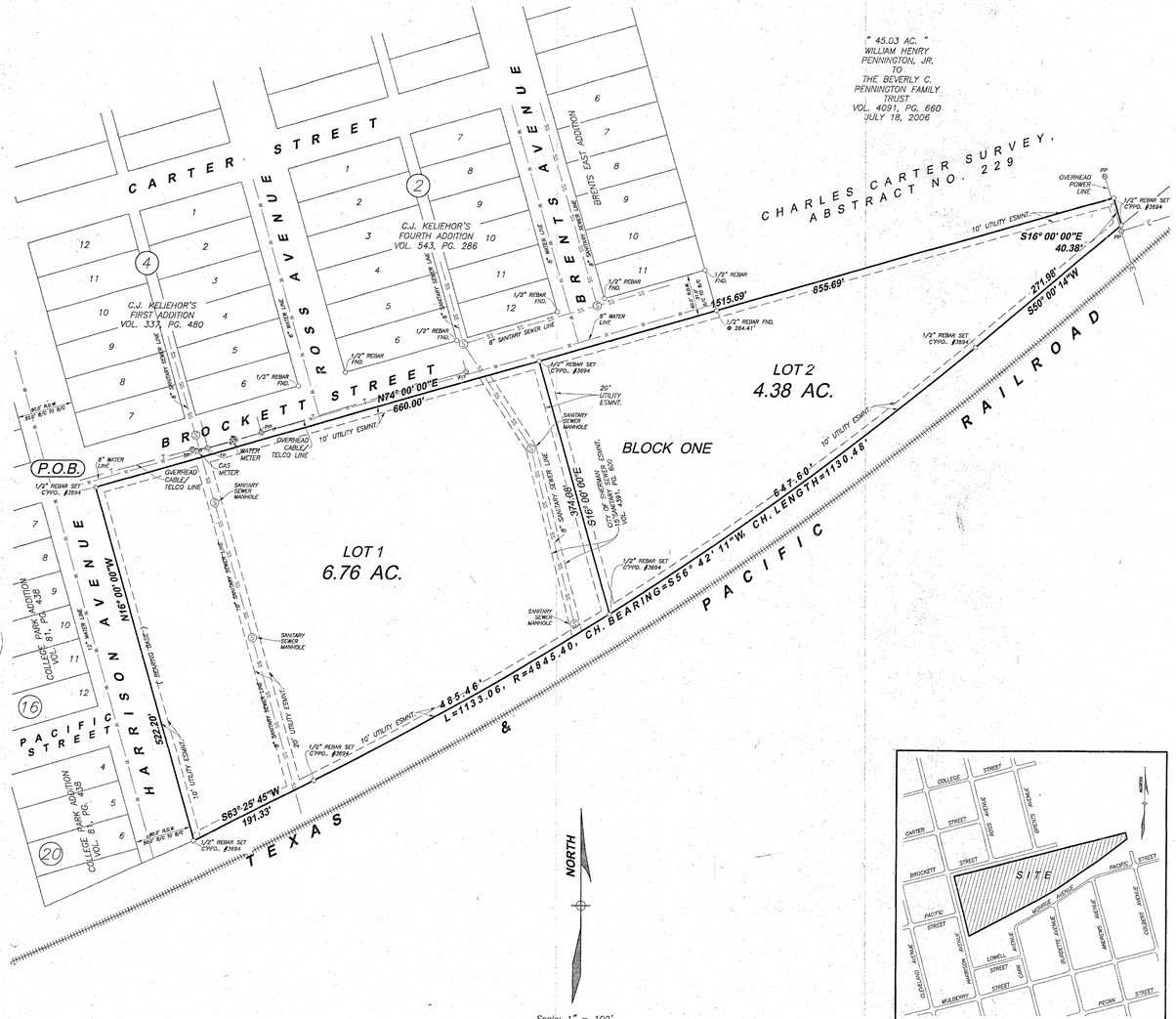
ATTEST:

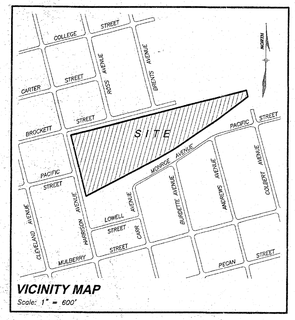
BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A





FINAL PLAT

OF

PALABRA DE FE DE SHERMAN ADDITION

TO

THE CITY OF SHERMAN, TEXAS

BEING 11.14 ACRES OUT OF THE C. CARTER SURVEY ABST. NO. 229 INCLUDING BLOCKS FIVE AND SIX OF C.J. KELIEHOR'S FIRST ADDITION TO THE CITY OF SHERMAN

FILED FOR RECORD
at 1:23 o'clock PM
Recorded in Vol. 23 Page 15
Records Grayson County.
WILMA LEACHMAN, CLERK
County Clerk, Grayson Co., Texas.
By Deputy

SHEET 01 02

FIELD NOTES

SITUATED IN THE COUNTY OF GRAYSON, STATE OF TEXAS, BEING A PART OF THE CHARLES CARTER SURVEY, ABSTRACT NO. 229, BEING ALL OF A 6.75 ACRE TRACT CONVEYED BY MRS. ELIZABETH REEDER, ET VIR TO THE PENTECOSTAL CHURCH OF SHERMAN, TEXAS BY DEED DATED MAY 16, 1962, RECORDED IN VOLUME 955, PAGE 404, DEED RECORDS, GRAYSON COUNTY, TEXAS, (SAID 6.75 ACRE TRACT ENCOMPASSES ALL OF BLOCKS FIVE (5) AND SIX (6) OF C. J. KELIEHORS FIRST ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 337, PAGE 480, DEED RECORDS, GRAYSON COUNTY, TEXAS) AND BEING ALL OF A 4.39 ACRE TRACT CONVEYED BY C. B. COLLING, ET UX TO THE TRUSTEES OF THE FIRST PENTECOSTAL CHURCH OF SHERMAN BY DEED DATED OCTOBER 31, 1978, RECORDED IN VOLUME 1452, PAGE 352, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING AT A SET ½ INCH CAPPED REBAR STAMPED SARTIN-3694 FOR THE NORTHWEST CORNER OF SAID 6.75 ACRE TRACT AND SAID BLOCK FIVE OF C. J. KELIEHOR'S FIRST ADDITION, AT THE INTERSECTION OF THE EAST LINE OF HARRISON AVENUE WITH THE SOUTH LINE OF BROCKETT STREET;

THENCE NORTH 74 DEG. 00 MIN. 00 SEC. EAST, WITH THE SOUTH LINE OF SAID CROCKETT STREET AND WITH THE NORTH LINE OF SAID 6.75 ACRE TRACT, AT A DISTANCE OF 660.00 FEET PASSING A SET ½ INCH CAPPED REBAR STAMPED SARTIN-3694 FOR ITS NORTHEAST CORNER, THE NORTHWEST CORNER OF SAID 4.39 ACRE TRACT AND CONTINUING WITH ITS NORTH LINE FOR A TOTAL DISTANCE OF 1515.69 FEET TO A SET ½ INCH CAPPED REBAR STAMPED SARTIN-3694 FOR THE NORTHEAST CORNER OF SAID 4.39 ACRE TRACT;

THENCE SOUTH 16 DEG. 00 MIN. 00 SEC. EAST, A DISTANCE OF 40.38 FEET TO A SET ½ INCH CAPPED REBAR STAMPED SARTIN-3694 FOR THE SOUTHEAST CORNER OF SAID 4.39 ACRE TRACT, ON THE NORTH RIGHT-OF-WAY LINE OF THE TEXAS & PACIFIC RAILROAD;

THENCE IN A SOUTHWESTERLY DIRECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TEXAS & PACIFIC RAILROAD, THE SOUTH LINE OF SAID 4.39 ACRE TRACT AND WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 4845.40 FEET, (CHORD BEARS SOUTH 56 DEG. 42 MIN. 12 SEC. WEST, 1130.48 FT.), AT A DISTANCE OF 647.60 FEET PASSING A SET ½ INCH CAPPED REBAR STAMPED SARTIN-3694 FOR THE SOUTHWEST CORNER OF SAID 4.39 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 6.75 ACRE TRACT AND CONTINUING WITH THE SOUTH LINE OF SAID 6.75 ACRE TRACT FOR A TOTAL DISTANCE OF 1133.06 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 63 DEG. 25 MIN. 45 SEC. WEST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LIEN OF SAID TEXAS & PACIFIC RAILROAD, THE SOUTH LINE OF SAID 6.75 ACRE TRACT, A DISTANCE OF 191.33 FEET TO A SET ½ INCH CAPPED REBAR STAMPED SARTIN-3694 FOR THE SOUTHWEST CORNER OF SAID 6.75 ACRE TRACT, AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID RAILROAD WITH THE EAST LINE OF SAID HARRISON AVENUE;

THENCE NORTH 16 DEG. 00 MIN. 00 SEC. WEST, WITH THE EAST LINE OF SAID HARRISON AVENUE, A DISTANCE OF 522.20 FEET TO THE PLACE OF BEGINNING AND CONTAINING 11.14 ACRES OF LAND MORE OR LESS.....

I, MARSHALL SARTIN, REGISTERED PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SHERMAN, TEXAS

Marshall Sartin 4-19-16

MARSHALL SARTIN, R.P.L.S. # 3694 DATE:

STATE OF TEXAS REGISTERED MARSHALL SARTIN 3694 PROFESSIONAL LAND SURVEYOR

THAT, BRAD MORGAN, TREASURER OF FAITH CHURCH OF SHERMAN, TO THE CITY OF SHERMAN, TEXAS, DO HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE PUBLIC USE FOREVER.

Brad Morgan 4-19-16

BRAD MORGAN, TREASURER OF FAITH CHURCH OF SHERMAN DATE:

THE STATE OF TEXAS:
COUNTY OF GRAYSON:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED NAME, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF April, 2016.

JENNIFER WITT
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-24-18

NOTARY PUBLIC, STATE OF TEXAS

APPROVED THIS 16th DAY OF FEBRUARY, 2016 BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF SHERMAN, TEXAS.

CHAIRMAN

SECRETARY

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

MAYOR, CITY OF SHERMAN

THE UNDERSIGNED, THE CITY CLERK OF THE CITY OF SHERMAN, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING FINAL PLAT OF PALABRA DE FE DE SHERMAN ADDITION TO THE CITY OF SHERMAN, WAS SUBMITTED TO THE CITY COUNCIL ON THE 3rd DAY OF March 2016 AND THE CITY COUNCIL BY FORMAL ACTION THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, ALLEYS, EASEMENTS AND PUBLIC PLACES AS SHOWN AND SET FORTH IN AND UPON SAID PLAT, AND SAID CITY COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREIN SUBSCRIBED.

CITY OF SHERMAN, TEXAS

WITNESS MY HAND THIS 18th DAY OF April, 2016

Linda Ashby
CITY CLERK, City of Sherman, Texas

OWNER / DEVELOPER:

FAITH CHURCH

SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
109 S. Travis, * P.O. Box 1843 * Sherman, Texas 75091-1843

FILED FOR RECORD
at 1:24 o'clock PM
Recorded in Vol. 23 Page 16
Records Grayson County.
WILMA LEACHMAN, CLERK
County Clerk, Grayson Co., Texas.
By Deputy

SHEET 02 02

19870

C-9-238

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
601 N HARRISON AVE

N
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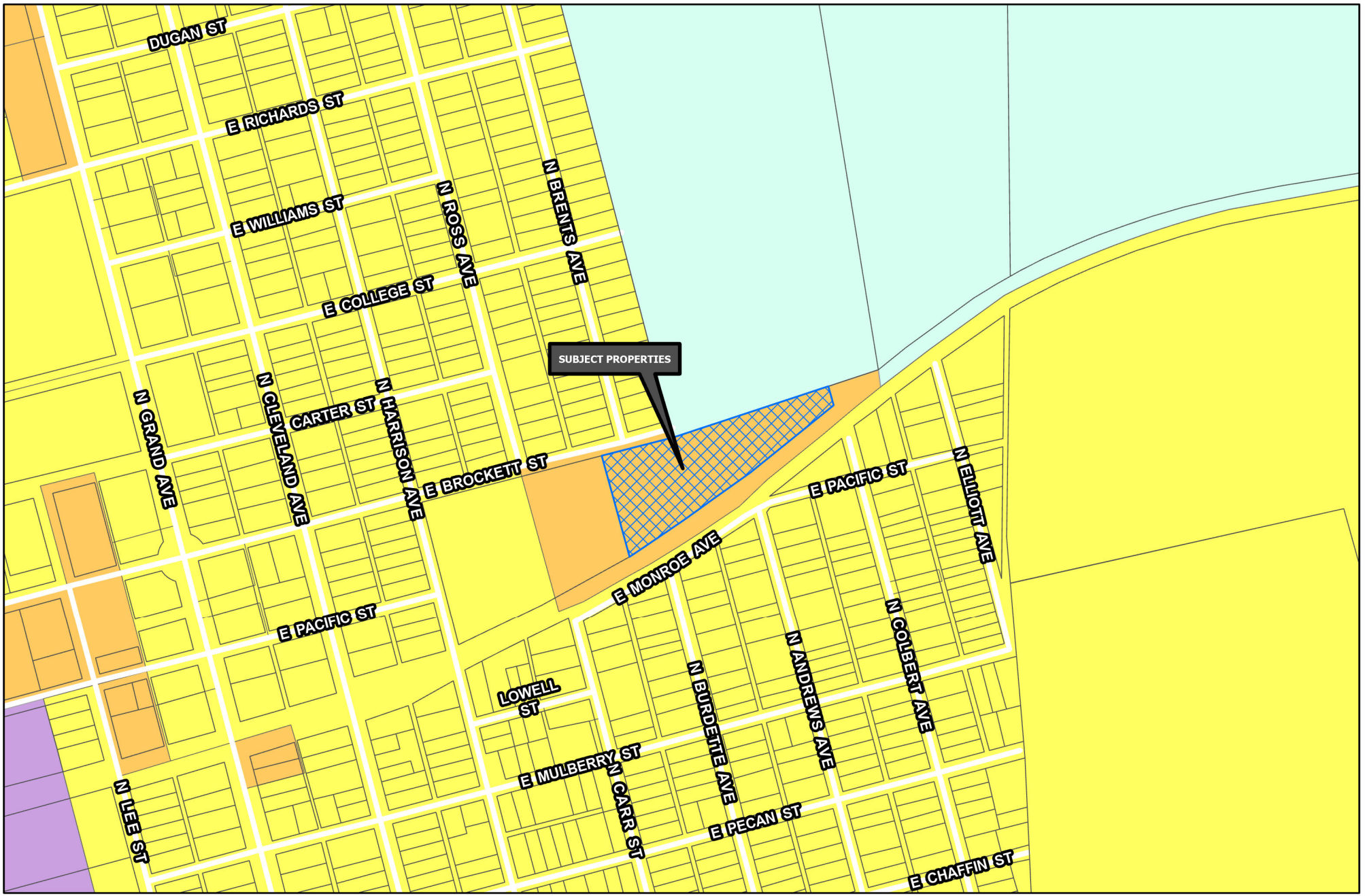
Date: 4/30/2024 2:57 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
601 N HARRISON AVE

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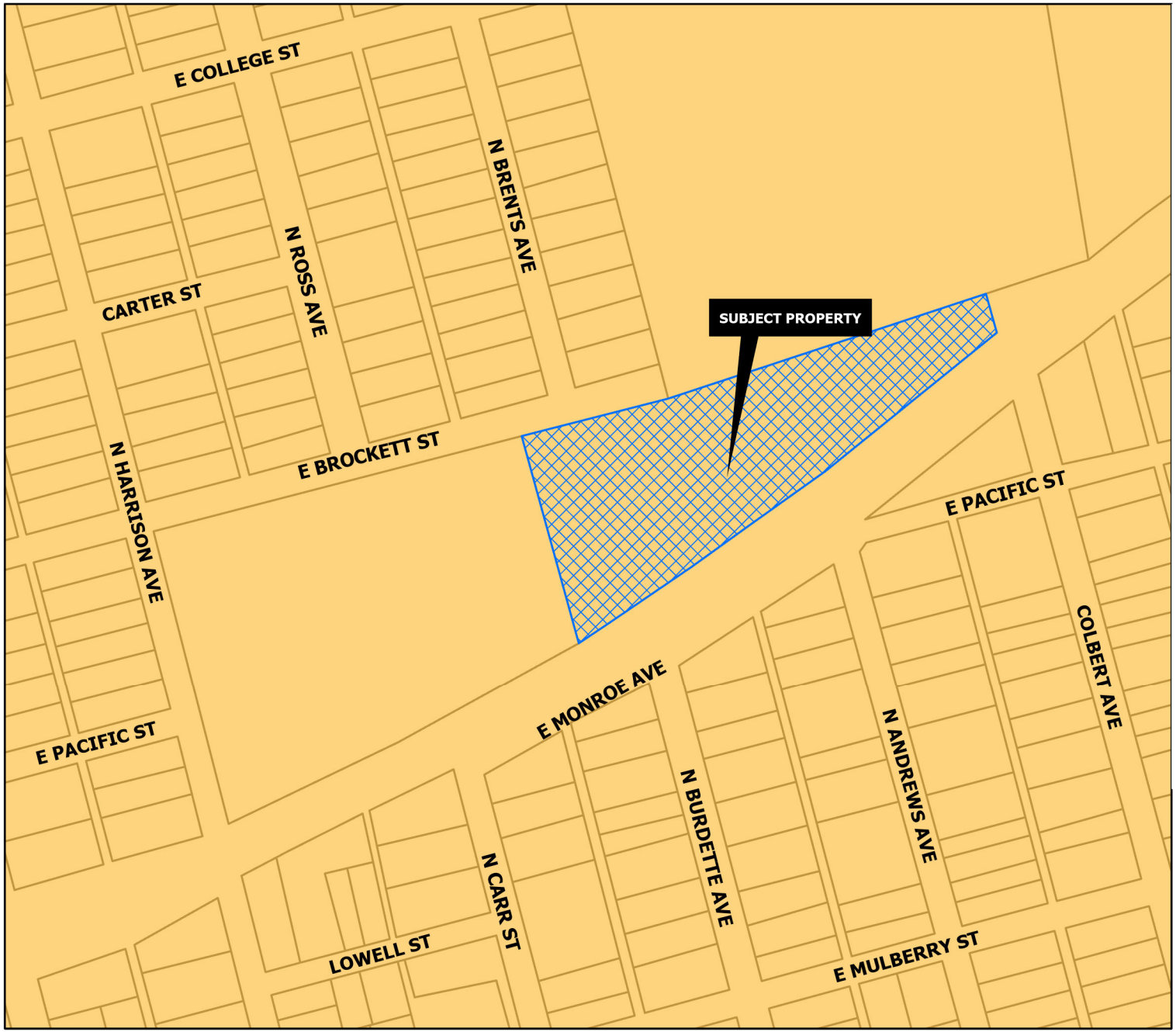
Date: 1/20/2021 5:57 PM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
601 N HARRISON AVE

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Date: 4/30/2024 2:57 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF PROPOSED ZONING CHANGE
PROJECT #: 24-001577
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF PROPOSED ZONING CHANGE
PROJECT #: 24-001577
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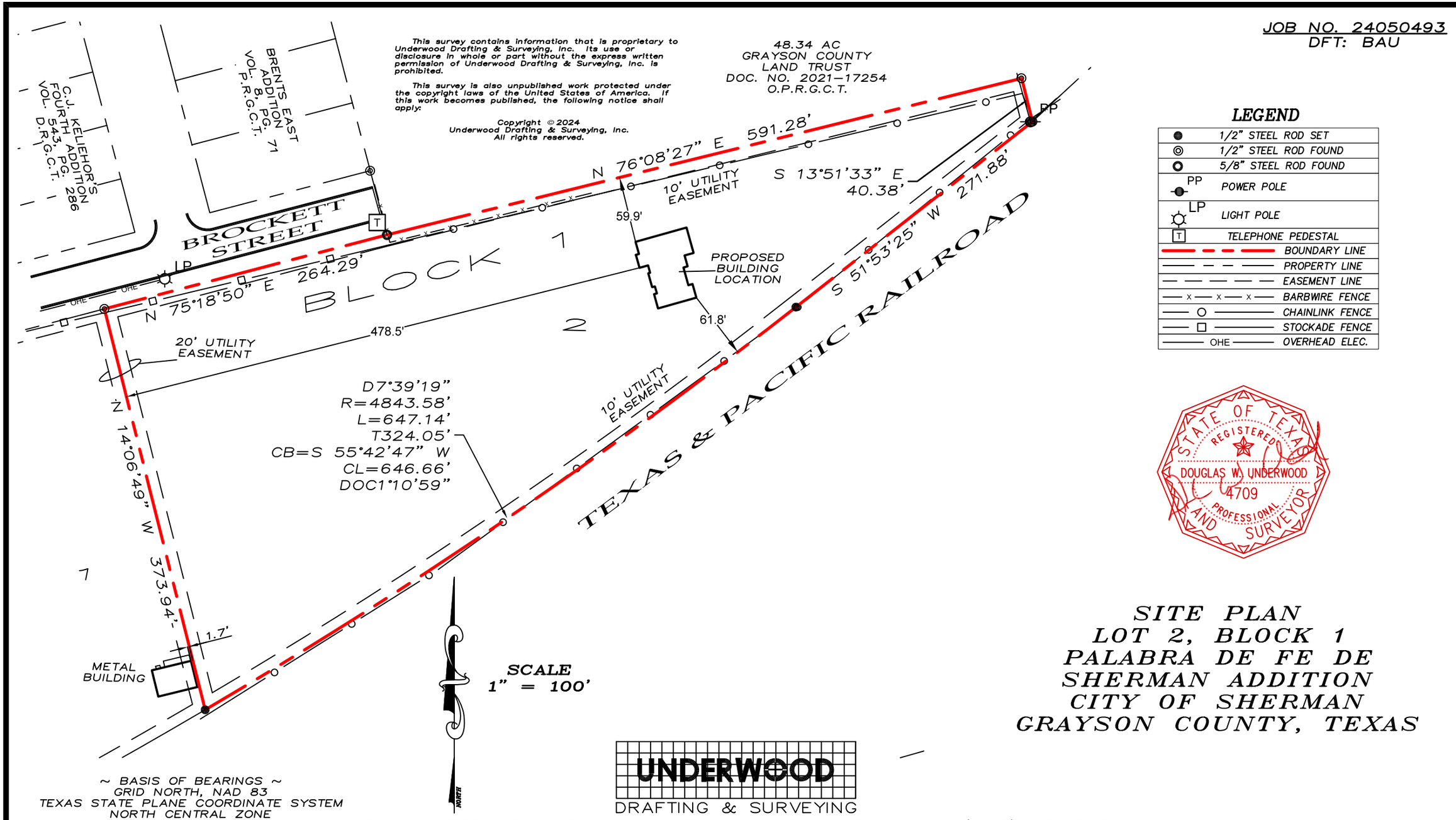
JOB NO. 24050493
DFT: BAU
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All rights reserved.
48.34 AC
GRAYSON COUNTY
LAND TRUST
DOC. NO. 2021-17254
O.P.R.G.C.T.
C.J. KELIEHOR'S FOURTH ADDITION
VOL. 543, PG. 286
D.R.G.C.T.
BRENTS EAST ADDITION
VOL. 8, PG. 71
P.R.G.C.T.
BROCKETT STREET
BLOCK 7
2
7
N 76°08'27" E 591.28'
10' UTILITY EASEMENT
S 13°51'33" E 40.38'
59.9'
PROPOSED BUILDING LOCATION
61.8'
S 51°53'25" W 271.88'
TEXAS & PACIFIC RAILROAD
N 75°18'50" E 264.29'
478.5'
20' UTILITY EASEMENT
D7°39'19"
R=4843.58'
L=647.14'
T324.05'
CB=S 55°42'47" W
CL=646.66'
DOC1°10'59"
10' UTILITY EASEMENT
N 14°06'49" W 373.94'
1.7'
METAL BUILDING
OHE
LP
PP
T
LEGEND
1/2" STEEL ROD SET
1/2" STEEL ROD FOUND
5/8" STEEL ROD FOUND
POWER POLE
LIGHT POLE
TELEPHONE PEDESTAL
BOUNDARY LINE
PROPERTY LINE
EASEMENT LINE
BARBWIRE FENCE
CHAINLINK FENCE
STOCKADE FENCE
OVERHEAD ELEC.
STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR
SCALE
1" = 100'
NORTH
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE
SITE PLAN
LOT 2, BLOCK 1
PALABRA DE FE DE
SHERMAN ADDITION
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

We are wanting to rezone in order to build a single-family home on the land.

thank you!

04/02/2024

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.11.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6741

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile, Motorcycle, Boat, Or Trailer Sales, New Or Used, In A C-2 (General Commercial) District/Blalock Commercial Overlay District, Located At 3111 South Travis Street, Consisting of 0.47 acres being Lot 1, Block 1 of the Bryan Luckett Addition, City Of Sherman, Grayson County, Texas Bryan Luckett (Owner), Gregory Carson (Applicant) and Andrews & Sartin Surveying Company (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 0.47 acres of land located at 3111 South Travis Street to Allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District/Blalock Commercial Overlay District.

Background:

The property is located at 3111 South Travis Street between South Highway 75 and South Dakota Drive. The owner is requesting a Specific Use Permit to allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District/Blalock Commercial Overlay District.

Origination:

Bryan Luckett (Owner)
Gregory Carson (Applicant)
Andrews & Sartin Surveying Company (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter being tied to Gregory Carson for one year. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6741
2. Exhibit A - Survey and Legal Description
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Elevation
9. Narrative
10. Staff Review Letter

ORDINANCE NO. 6741

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE, MOTORCYCLE, BOAT, OR TRAILER SALES, NEW OR USED IN A C-2 (GENERAL COMMERCIAL) DISTRICT/BLALOCK COMMERCIAL OVERLAY DISTRICT, LOCATED AT 3111 SOUTH TRAVIS STREET, CONSISTING OF 0.47 ACRES BEING LOT 1, BLOCK 1 OF THE BRYAN LUCKETT ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS BRYAN LUCKETT (OWNER), GREGORY CARSON (APPLICANT) AND ANDREWS & SARTIN SURVEYING COMPANY (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 3111 South Travis Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to an Automobile, motorcycle, boat, or trailer sales, new or used, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey and Legal Description**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. The dumpster/trash enclosure shall be screened. The screening shall be constructed of masonry or similar durable material. *(Sec. 14.04.004(4)(c))*.
4. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*

a. Chain-link barbed-wire fencing shall be removed.

5. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
   a. The existing non-conforming pole sign shall be removed.
6. Banners, pennants, searchlights or other wind-driven signs are prohibited.
7. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
8. There shall be no vehicles sales or storage in Lot 2, Block 1 of the Bryan Luckett Addition.
9. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
10. The property must be properly maintained in a state of good repair and neat appearance.
11. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Gregory Carson, Off-Road Automotive, is the lessee of the Property.
12. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
13. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
14. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
15. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.

16. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

17. Subject property does not have direct access to public wastewater main. New taps will require extension of the main at developer's expense prior to issuance of Certificate of Occupancy.

Fire Services

Below are the fire codes and/or ordinances that could not be confirmed or were in violation. This is not all the codes and/or ordinances that shall be followed.

18. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Spoke with applicant on-site 05/08/2024, they were informed of the Fire Lane requirement and Hydrant requirement. A hydrant was nearby but appeared to be "Out of Service". They were informed to speak with Water Distribution to confirm if it was an "In Service" public hydrant or if they needed to provide more for this requirement. I'm confident that this will be taken care of in a reasonable amount of time.

Additional Conditions:

19. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
20. The use is limited to automobile sales.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

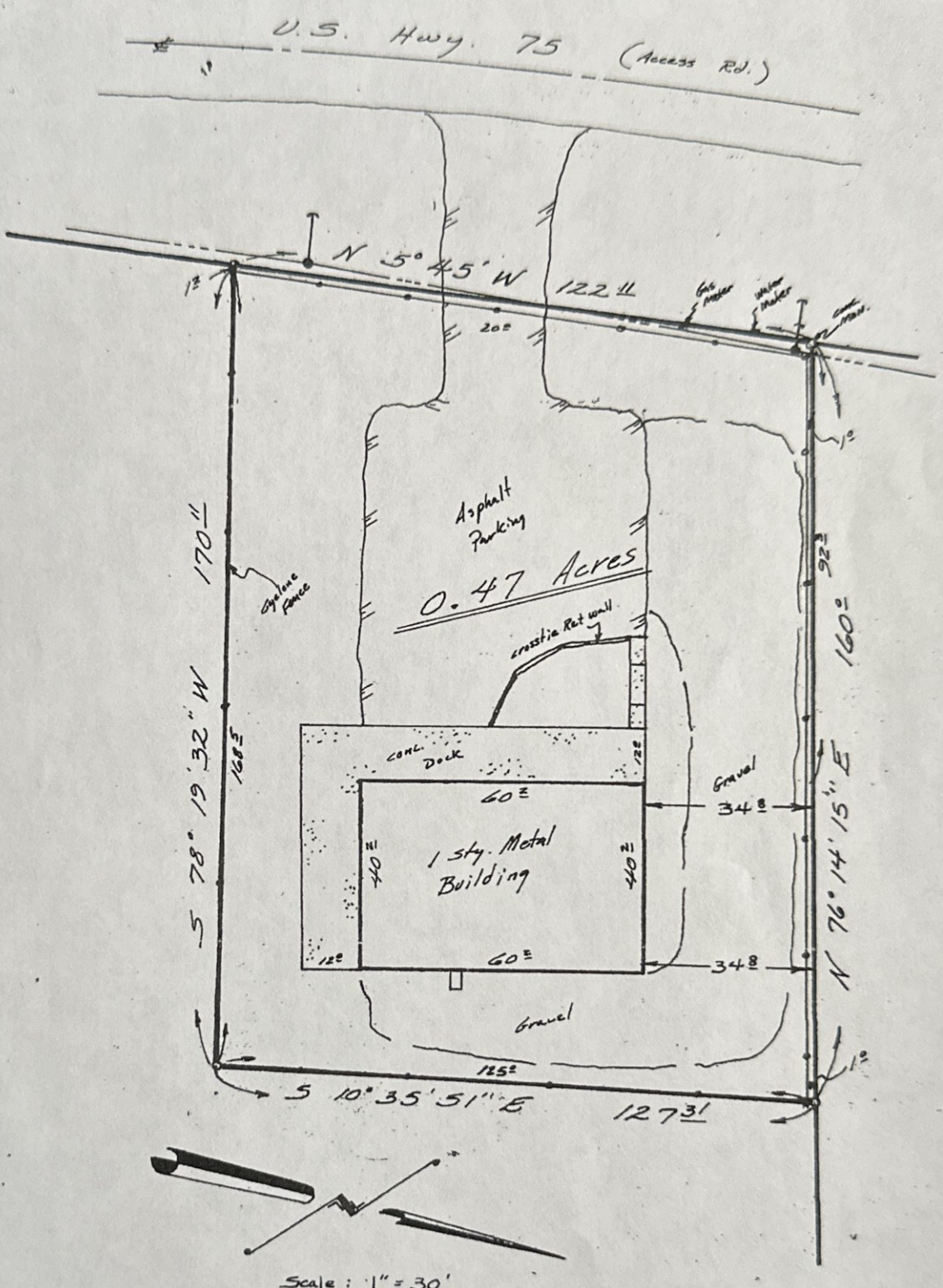
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

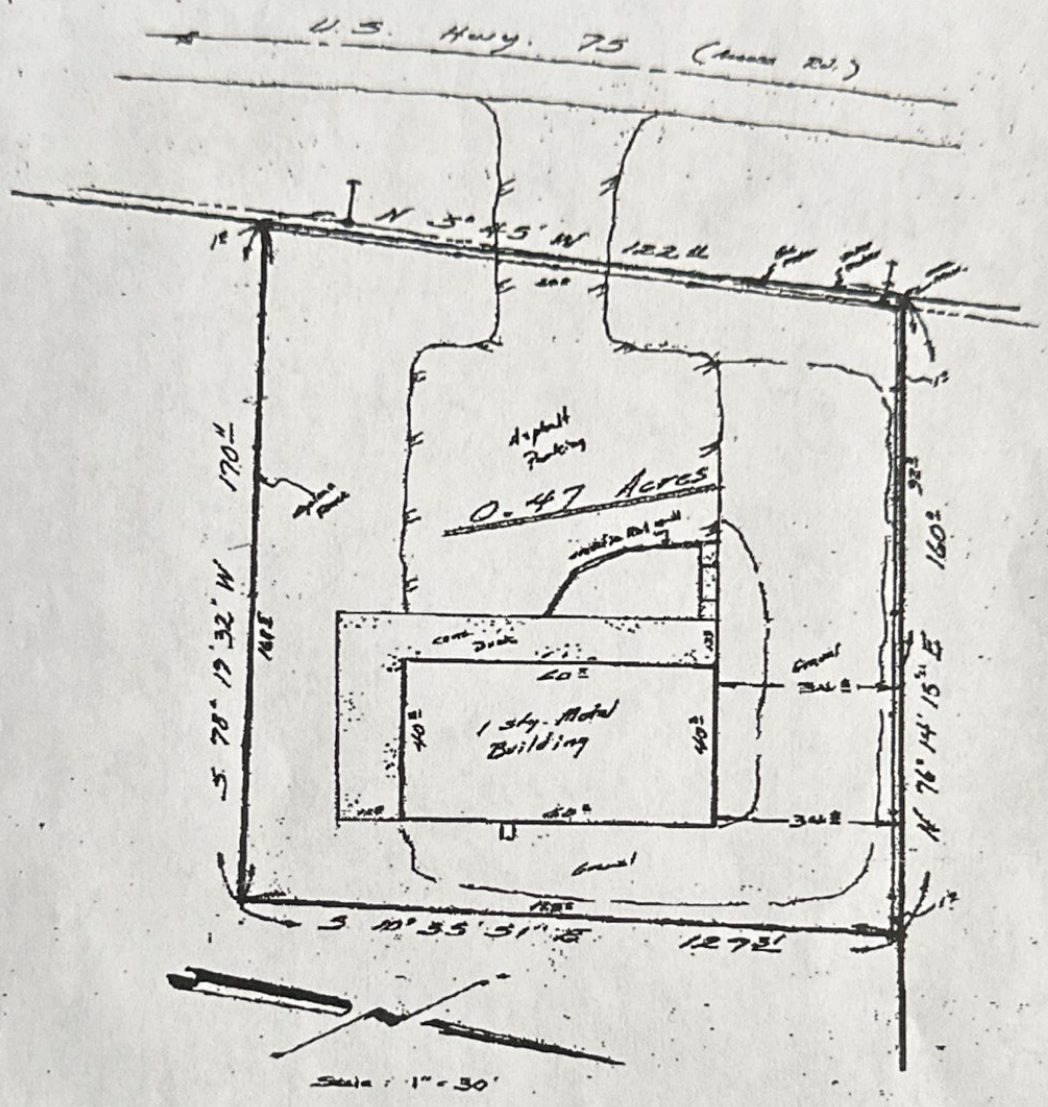
EXHIBIT A



OWNER Ken Reast

I, R. W. Andrews, Licensed State Land Surveyor, hereby certify that the above plat was prepared from a survey made on the ground on the 19th day of September 1980 of the following described property

(Field Notes Attached)



OWNER Ken Acast

I R. W. Andrews, Licensed State Land Surveyor, hereby certify that the above plat was prepared from a survey made on the ground on the 19th day of September 1980 of the following described property

(Field Notes Attached)

That the improvements on said lot are known as

and that the improvements are wholly located on said lot and that there are no encroachments on said lot of buildings on the adjoining lots, except as shown on plat.

COMPILED, SURVEYED & DRAWN

By R. W. Andrews, L.S.L.S.
Reg. Public Surveyor
Reg. No. 1026

STATE OF TEXAS
R. W. ANDREWS
1026
REGISTERED PUBLIC SURVEYOR

ANDREWS & SARTIN
SURVEYING COMPANY
226 W. HOUSTON ST.
SHERMAN, TEXAS 75090
214/892-8003

EXHIBIT B

Zoned C2
Zoned C2
158 ft
Zoned C2
Zoned C2
129 ft
Inventory
Inventory
271987
Trash cans
137 ft
Existing Sign
Fire Lane 24'
Inventory
170 ft
Zoned C2
Setbacks
Front: 90 ft
Back: 20 ft
North side: 40 ft
South side: 25 ft
Parking required: 3 spaces
Parking provided: 5 spaces
Lot size: 20,478 sq ft
Building size: 2400 sq ft
Showroom size: 1400 sq ft
Impervious area: 11,220 sq ft
Landscaped area: 6,135 sq ft
Floor-to-area: 11.72%

dlagrone H:\PLANNING\Public Notification KT.aprx

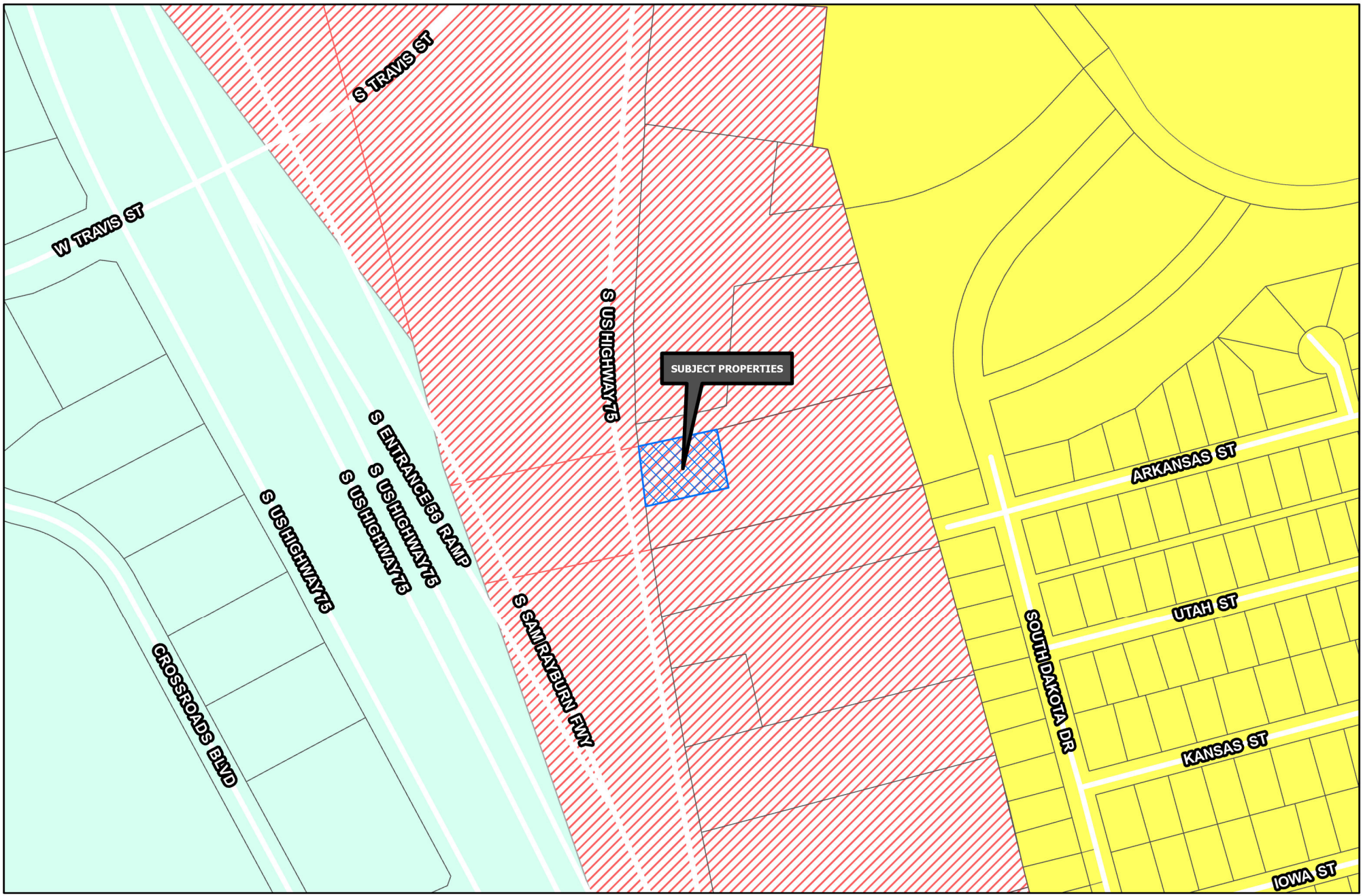
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
3111 S TRAVIS ST

N
W E
S

Date: 4/30/2024 2:57 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
3111 S TRAVIS ST

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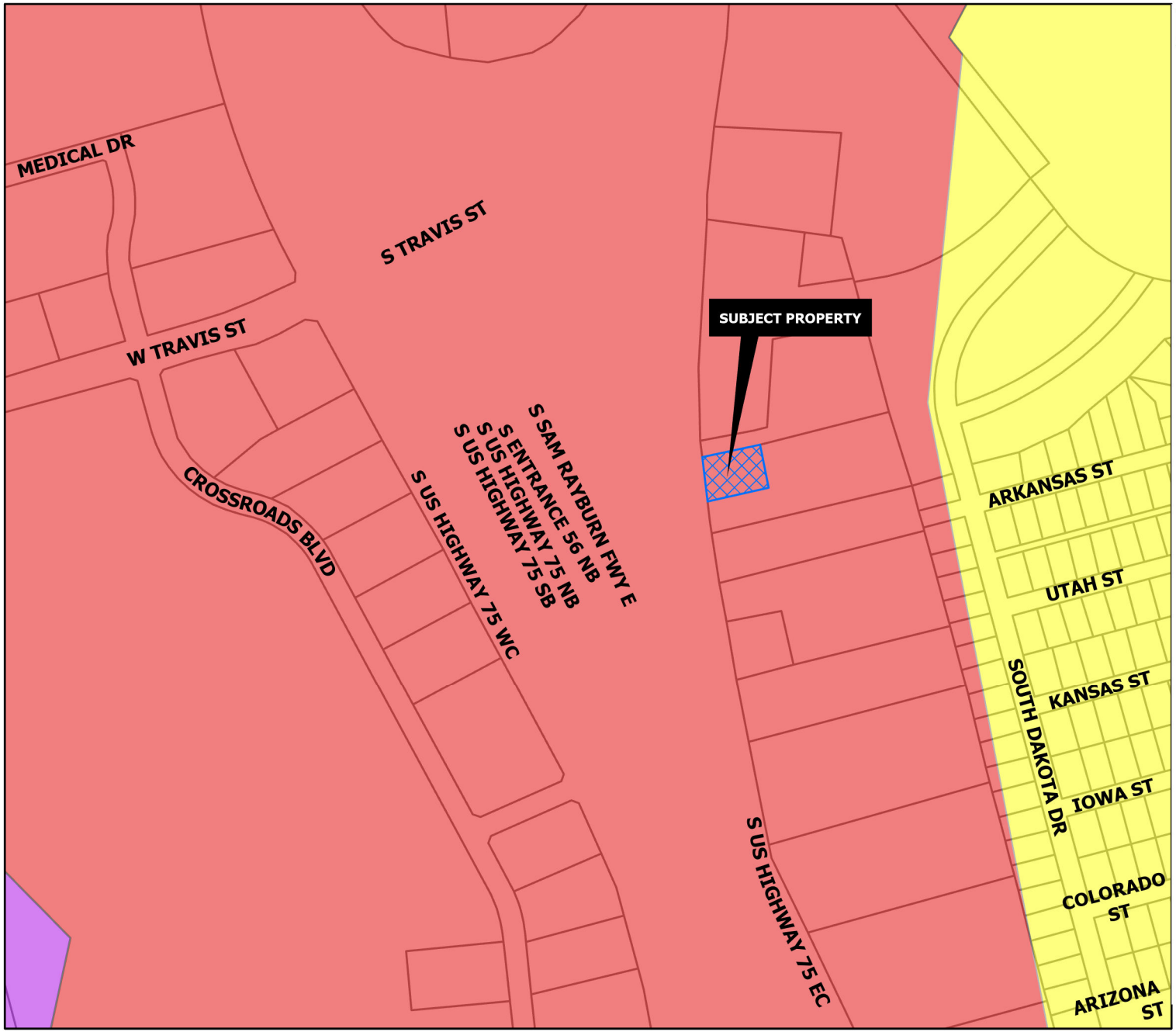
Date: 1/30/2013 5:57 PM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
3111 S TRAVIS ST

N
W E
S

Date: 4/30/2024 2:57 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF SPECIFIC USE PERMIT REQUEST
PROJECT #: 24-001566
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
5/6/2024 AT 11:15 A.M.

OFF-ROAD Automotive

OFF-ROAD
Automotive

13015 County Road 16
Fort Lupton, CO 80621-9215
303.502.3230

April 10, 2024

Mr. Rob Rae
Development Services Director
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

Mr. Rae:

We are requesting a special use permit from the City of Sherman in order to obtain a certificate of occupancy to open an automobile dealership at 3111 S. Travis Street. The property is currently zoned appropriately for this permit, and the uses of surrounding commercial properties conform with this purpose.

If you have any questions as to this application or the business in question, please contact me at the phone number or email listed below.

Thank you for your consideration in this matter.

Sincerely,

Greg Carson
General Manager
Off-Road Automotive
720-254-0596
Greg@offroadautosales.com

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 14, 2024

Sent via email

Bryan Luckett
4375 CR 4400
Commerce, TX 75428

Gregory Carson
147 Dru Street
Pottsboro, TX 75076

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 to allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District/Blalock Commercial Overlay District located at 3111 South Travis Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 21 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. The dumpster/trash enclosure shall be screened. The screening shall be constructed of masonry or similar durable material. *(Sec. 14.04.004(4)(c))*.
4. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
    a. Chain-link barbed-wire fencing shall be removed.
5. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
    a. The existing non-conforming pole sign shall be removed.
6. Banners, pennants, searchlights or other wind-driven signs are prohibited.
7. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
8. There shall be no vehicles sales or storage in Lot 2, Block 1 of the Bryan Luckett Addition.
9. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
10. The property must be properly maintained in a state of good repair and neat appearance.
11. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Gregory Carson, Off-Road Automotive, is the lessee of the Property.
12. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.

13. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
14. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
15. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
16. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

17. Subject property does not have direct access to public wastewater main. New taps will require extension of the main at developer's expense prior to issuance of Certificate of Occupancy.

Fire Services

Below are the fire codes and/or ordinances that could not be confirmed or were in violation. This is not all the codes and/or ordinances that shall be followed.

18. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

    Spoke with applicant on-site 05/08/2024, they were informed of the Fire Lane requirement and Hydrant requirement. A hydrant was nearby but appeared to be "Out of Service". They were informed to speak with Water Distribution to confirm if it was an "In Service" public hydrant or if they needed to provide more for this requirement. I'm confident that this will be taken care of in a reasonable amount of time.

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.12.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6742

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.172 acres being a part of the Samuel Blagg Survey, Abstract No. 56 and being all of the 50 feet by 150 feet tract of land, City Of Sherman, Grayson County, Texas, Located At 514 South Branch Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Salvador Rubel Lopez (Owner), Mario Tobar (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

Issue:

Consideration of a Zone Change for 0.172 acres of land located at 514 South Branch Street from an MF-30 (Multi Family Residential) District to R-5 (Single Family Residential) District.

Background:

The property is located at 514 South Branch Street between East King Street and East Magnolia Street. The owner is requesting a Zone Change from an MF-30 (Multi Family Residential) District to R-5 (Single Family Residential) District.

The following has been approved for this location:

- 4/10/1973 - Exception to enlarge non-conforming use, add second story to existing building & add under roof outside storage.

Origination:

Salvador Rubel Lopez (Owner)
Mario Tobar (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6742
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Clean Lot Photo

ORDINANCE NO. 6742

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.172 ACRES BEING A PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 AND BEING ALL OF THE 50 FEET BY 150 FEET TRACT OF LAND, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 514 SOUTH BRANCH STREET, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, SALVADOR RUBEL LOPEZ (OWNER), MARIO TOBAR (REPRESENTATIVE) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 514 South Branch Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

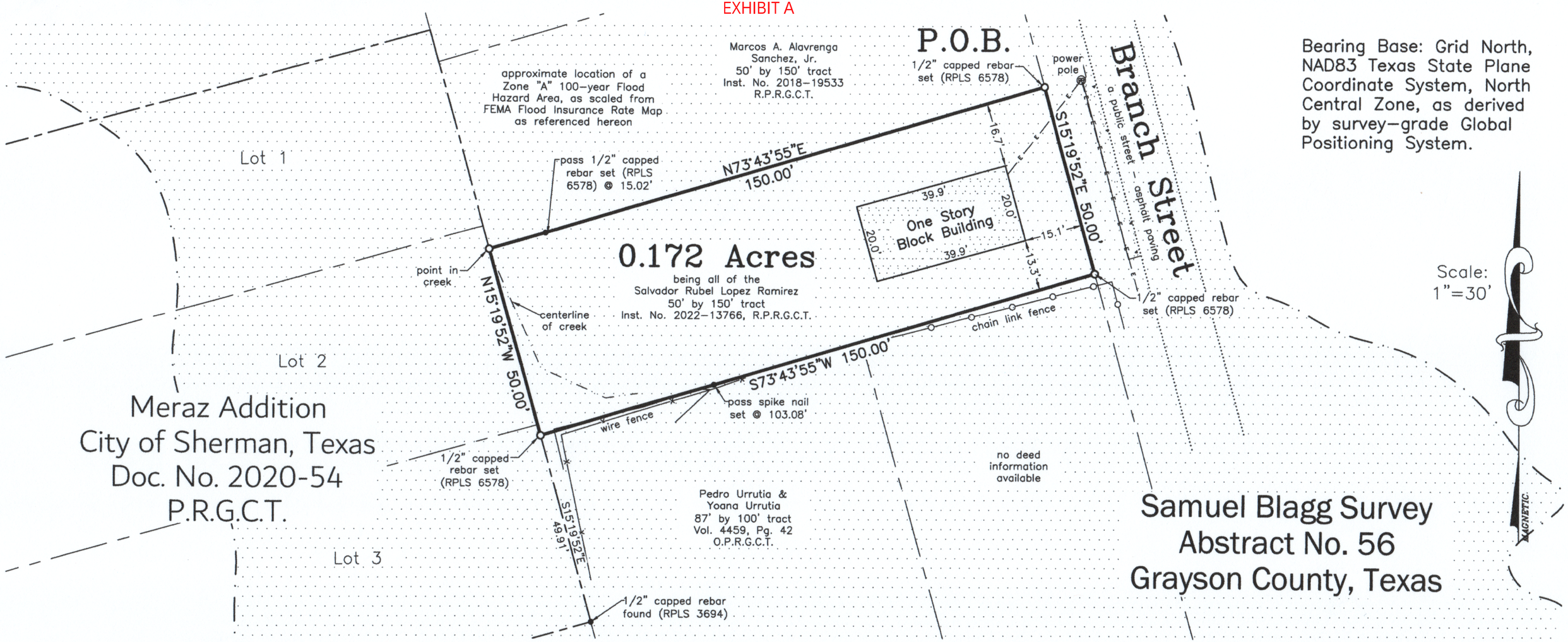
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



Owner: Salvador Rubel Lopez Ramirez

Address: 514 S. Branch Street
Sherman, Texas

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct to the best of my knowledge and belief as shown hereon. Field Notes attached hereto.

All of the subject property shown hereon lies within the limits of a Zone "A" 100-year Flood Hazard Area, as scaled from the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 G, Revised Date: September 1, 2022.

Note: This survey was completed without the benefit of a title commitment.

This survey is for the sole benefit of the owner stated at left, and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: March 7, 2024

Job No. BGS070324

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

P:\Land Projects R2\514-S-Branch-Street-Sherman\Civil 3D\514 S.Branch Street.dwg 3/7/2024 9:20 AM

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES
0.172 ACRES

SITUATED in the City of Sherman, County of Grayson, being a part of the Samuel Blagg Survey, Abstract No. 56 and being all of the 50 ft. by 150 ft. tract of land conveyed by Warranty Deed from Kenia Isabel Lopez to Salvador Rubel Lopez Ramirez on April 21, 2022 as recorded in Inst. No. 2022-13766, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar set (RPLS 6578) in the West line of Branch Street, a public street, being the Southeast corner of a 50 ft. by 150 ft. tract of land conveyed to Marcos A. Alavrenga Sanchez, Jr., as recorded in Inst. No. 2018-19533, said Real Property Records, and being the Northeast corner of said Ramirez 50 ft. by 150 ft. tract;

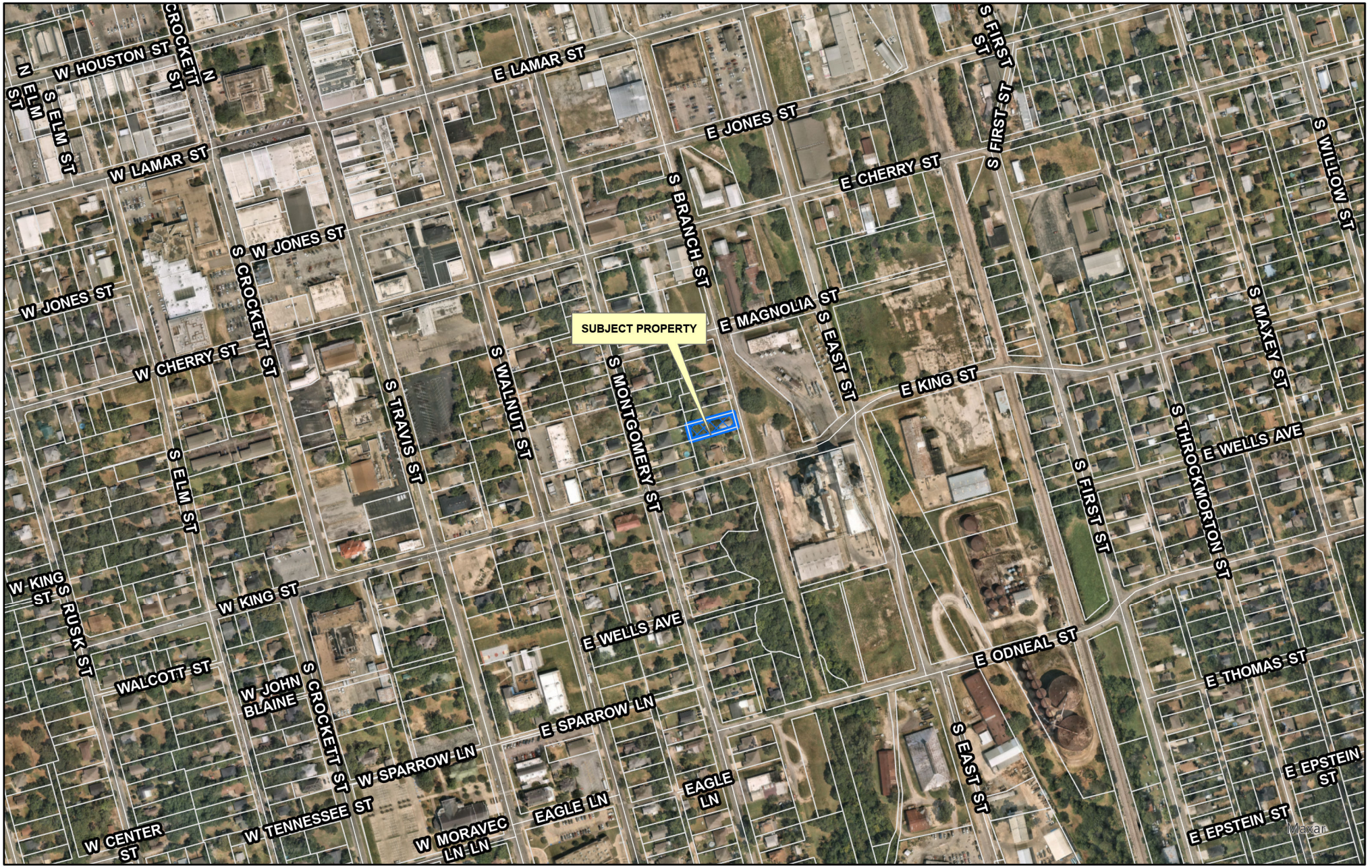
THENCE South 15 deg. 19 min. 52 sec. East, with the West line of said Branch Street, a distance of 50.00 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the Southeast corner of said Ramirez 50 ft. by 150 ft. tract;

THENCE South 73 deg. 43 min. 55 sec. West, with the South line of said Ramirez 50 ft. by 150 ft. tract, **PASSING** a spike nail set in the North line of 87 ft. by 100 ft. tract conveyed to Pedro Urrutia and Yoana Urrutia, as recorded in Vol. 4459, Pg. 42, Official Public Records, Grayson County, Texas, at 103.08 ft. and continuing for a **TOTAL** distance of 150.00 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the Northwest corner of said Urrutia 87 ft. by 100 ft. tract, lying in the East line of Lot 2 of Meraz Addition to the City of Sherman, Texas, as per plat of record in Doc. No. 2020-54, Plat Records, Grayson County, Texas, and being the Southwest corner of said Ramirez 50 ft. by 150 ft. tract;

THENCE North 15 deg. 19 min. 52 sec. West, with the East line of said Lot 3 and continuing with the East line of Lot 2 of said Meraz Addition, a distance of 50.00 ft. to a point in creek at the Southwest corner of said Sanchez, Jr. 50 ft. by 150 ft. tract and being the Northwest corner of said Ramirez 50 ft. by 150 ft. tract;

THENCE North 73 deg. 43 min. 55 sec. East, with the South line of said Sanchez, Jr. 50 ft. by 150 ft. tract, **PASSING** a 1/2 inch capped rebar set (RPLS 6578) at 15.02 ft. and continuing for a **TOTAL** distance of 150.00 ft. to the **PLACE OF BEGINNING** and containing **0.172 ACRES** of land.

Kate A. Wagner, R.P.L.S. No. 6578
March 7, 2024



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
514 S BRANCH ST

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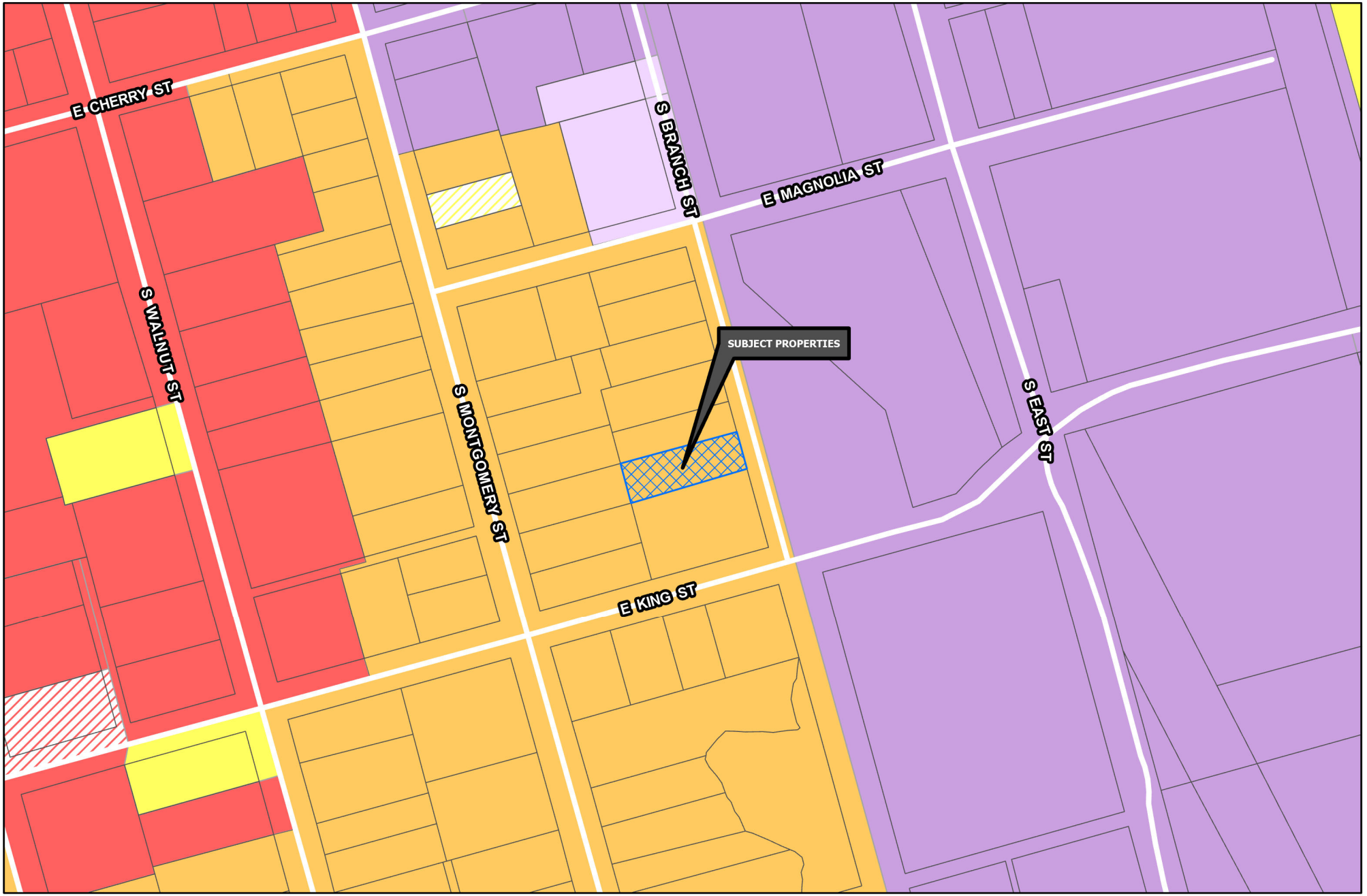
Date: 5/1/2024 8:10 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
514 S BRANCH ST

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Date: 5/1/2024 9:10 AM

CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

Agriculture/Rural
Airport
City Parkland
Community Commercial
Core Neighborhood
Downtown
Regional Commercial
Suburban Neighborhood
Technology Hub
Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
514 S BRANCH ST

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Date: 5/1/2024 10:45

Marlow, Lauren

From: Planning
To: mario tobar
Subject: RE: 514 s branch st

From: mario tobar
Sent: Tuesday, May 7, 2024 10:38 AM
To: Planning
Subject: Re: 514 s branch st

Tobar's Properties LLC

635 Preston Meadows Rd Sherman,TX 75092

mariotobar01@gmail.com

903-816-0416

We would like to change the Zone of 514 S.Brank, with a purpose to make a New Construction Home of around 1,200-1,400 squarefeet.

Any Questions or Concerns Please reach out to (903-816-0416)

Sincerily, Mario Tobar

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.13.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6743

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being Lot 3-R Consisting of 0.785 acres being a part of the J.B. McAnair Survey, Abstract No. 763 being all of Lots 3, 4 and 5 and a part of Block 2 of Birge's Addition, City Of Sherman, Grayson County, Texas, Located At 710 West Birge Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-12 (Single Family Residential) District Zoning Classification, Rafael Rodriguez Azevedo (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.785 acres of land located at 710 West Birge Street from an R-6 (Single Family Residential) District to R-12 (Single Family Residential) District.

Background:

The property is located at 710 West Birge Street between North Highway 75 and North Woods Street. The owner is requesting a Zone Change for Lot 3-R from an R-6 (Single Family Residential) District to R-12 (Single Family Residential) District.

Origination:

Rafael Rodriguez Azevedo (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6743
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative

ORDINANCE NO. 6743

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING LOT 3-R CONSISTING OF 0.785 ACRES BEING A PART OF THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 BEING ALL OF LOTS 3, 4 AND 5 AND A PART OF BLOCK 2 OF BIRGE'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 710 WEST BIRGE STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-12 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, RAFAEL RODRIGUEZ AZEVEDO (OWNER) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 710 West Birge Street all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-12 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

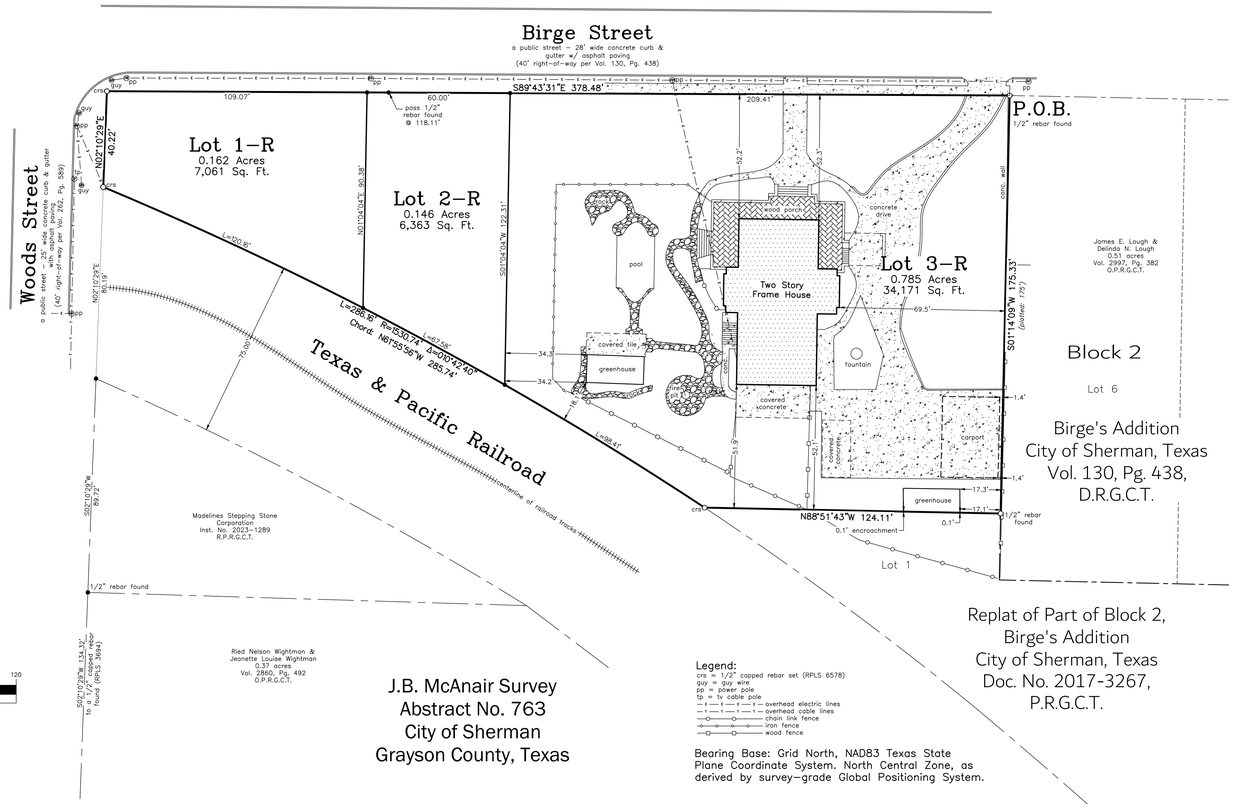
BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Vicinity Map
(not to scale)



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

J.B. McAnair Survey
Abstract No. 763
City of Sherman
Grayson County, Texas

Legend:
crs = 1/2" capped rebar set (RPLS 6578)
guy = guy wire
pp = power pole
tp = tv cable pole
overhead electric lines
overhead cable lines
chain link fence
iron fence
wood fence

Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System. North Central Zone, as derived by survey–grade Global Positioning System.

LEGAL DESCRIPTION

SITUATED in the City of Sherman, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being all of Lots 1, 2, 3, 4 and 5, Block 2 of Birge's Addition to the City of Sherman, Texas, as per plat of record in Vol. 130, Pg. 438, Deed Records, Grayson County, Texas, and being all of the tract of land conveyed by Warranty Deed from Michael Lynn Adams and Gina Adams to Nathaniel Rodriguez and Rafael Rodriguez Azevedo, as recorded in Inst. No. 2017–18689, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to–wit:

BEGINNING at a 1/2 inch rebar found in the South line of Birge Street, a public street, at the Northwest corner of Lot 6, Block 2, of said Birge's Addition and being the Northeast corner of Lot 5;

THENCE South 01 deg. 14 min. 09 sec. West, with the West line of said Lot 6 and the East line of said Lot 5, a distance of 175.33 ft. to a 1/2 inch rebar found at a Northeasterly corner of Lot 1 of the Replat of Part of Block 2, Birge's Addition, as per plat of record in Doc. No. 2017–3267, Plat Records, Grayson County, Texas and being the Southeast corner of said Lot 5;

THENCE North 88 deg. 51 min. 43 sec. West, with a Northerly line of said Lot 1, Replat of Part of Block 2, Birge's Addition, and the South lines of said Lots 5, 4 and 3, a distance of 124.11 ft. to a 1/2 inch capped rebar set (RPLS 6578) lying in a Northerly line of the Texas & Pacific Railroad right–of–way, at the Southwest corner of said Lot 1, Replat of Part of Block 2, Birg'es Addition and the most Southerly Southwest corner of said Lot 3, at the beginning of a curve;

THENCE Northwesterly, with the Northerly right–of–way of said Texas & Pacific Railroad right–of–way and the Southerly lines of said Lots 3, 2, and 1 and said Rodriguez tract of land, with a curve to the left having a radius of 1,530.74 ft., a central angle of 10 deg. 42 min. 40 sec. (chord bears North 61 deg. 55 min. 56 sec. West, 285.74 ft.) having an arc length of 286.16 ft. to a 1/2 inch capped rebar set (RPLS 6578) lying in the East line of Woods Street, a public street, and the Southwest corner of said Rodriguez tract of land;

THENCE North 02 deg. 10 min. 29 sec. East, with the East line of said Woods Street, a distance of 40.22 ft to a 1/2 inch capped rebar set (RPLS 6578) at the Northwest corner of said Rodriguez tract of land, lying at the Southeast intersection of said Woods Street and Birge Street;

THENCE South 89 deg. 43 min. 31 sec. East, with the South line of said Birge Street and the North line of said Rodriguez tract of land, **PASSING** a 1/2 inch rebar found at 118.11 ft. at the Northeast corner of said Rodriguez tract of land and the Northwest corner of said Lot 1, continuing with the North lines of said Lots 1, 2, 3, 4 and 5, for a **TOTAL** distance of 378.48 ft. to the **PLACE OF BEGINNING** and containing **1.093 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR

General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500–year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 G, Revised Date: September 1, 2022.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS200424

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463–6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owners:
Nathaniel Rodriguez &
Rafael Rodriguez Azevedo
P.O. Box 346
Sherman, Texas 75091

P:\Land Projects R2\710–W–Birge–St–Sherman\Civil 3D\710 W. Birge St..dwg 4/10/2024 11:18 AM

STATE OF TEXAS
COUNTY OF GRAYSON

We, Nathaniel Rodriguez and Rafael Rodriguez Azevedo, sole owners of Rodriguez Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights–of–way, parks, school sites and other public places shown hereon to the public use forever.

_____ _____
Nathaniel Rodriguez Rafael Rodriguez Azevedo

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Nathaniel Rodriguez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2024.

_____
Notary Public, Grayson County, Texas

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Rafael Rodriguez Azevedo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2024.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the Preliminary Replat of Rodriguez Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2024, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the Preliminary Replat of Rodriguez Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2024, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

Preliminary Replat
Rodriguez Addition
Being a Replat of Lots 1, 2, 3, 4 & 5, Block 2, Birge's Addition and an adjoining tract of land lying West of said Birge's Addition
to the
City of Sherman
Grayson County, Texas
1.093 Acres
in the
J.B. McAnair Survey
Abstract No. 763
Date of Preparation: April 10, 2024

SITUATED in the City of Sherman, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being all of Lots 3, 4 and 5 and a part of Lot 2, Block 2 of Birge's Addition to the City of Sherman, Texas, as per plat of record in Volume 130, Page 438, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found in the South line of Birge Street, a public street, at the Northwest corner of Lot 6, Block 2, of said Birge's Addition and being the Northeast corner of both said Lot 5 and the herein described tract;

THENCE South 01 deg. 14 min. 09 sec. West, with the West line of said Lot 6 and the East line of said Lot 5, a distance of 175.33 ft. to a 1/2 inch rebar found at a Northeasterly corner of Lot 1 of the Replat of Part of Block 2, Birge's Addition, as per plat of record in Doc. No. 2017-3267, Plat Records, Grayson County, Texas and being the Southeast corner of both said Lot 5 and the herein described tract;

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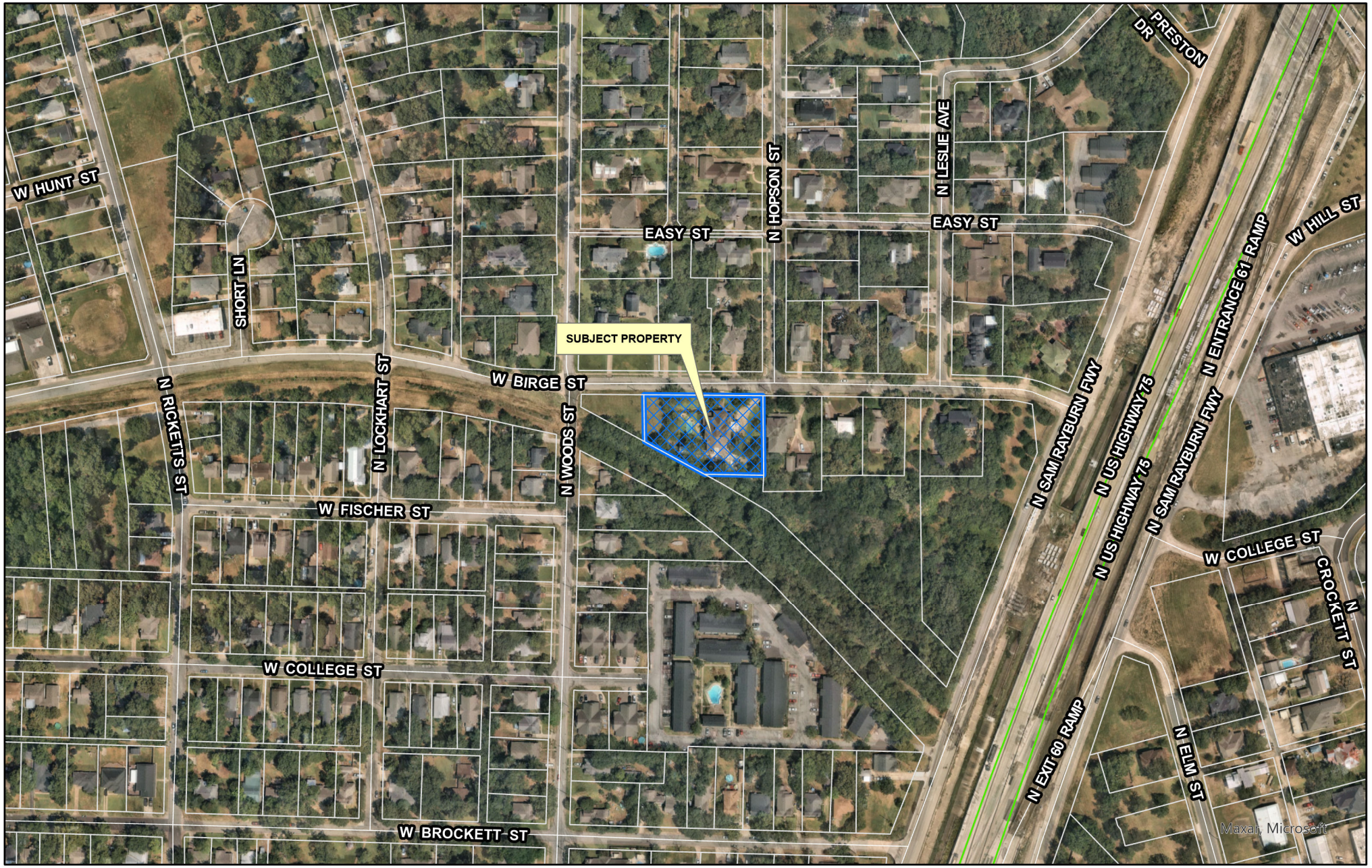
THENCE Northwesterly, with the Northerly right-of-way of said Texas & Pacific Railroad right-of-way and the Southerly lines of said Lots 3 and 2, with a curve to the left having a radius of 1,530.74 ft., a central angle of 4 deg. 41 min. 01 sec. (chord bears North 58 deg. 25 min. 06 sec. West, 98.40 ft.) having an arc length of 98.41 ft. to the most Westerly Southwest corner of the herein described tract;

THENCE North 01 deg. 04 min. 04 sec. East, over and across said Lot 2, a distance of 122.31 ft. to a point in the South line of said Birge Street and the North line of said Lot 2, at the Northwest corner of the herein described tract;

THENCE South 89 deg. 43 min. 31 sec. East, with the South line of said Birge Street and the North line of said Lots 2, 3, 4 and 5, a distance of 209.41 ft. to the PLACE OF BEGINNING and containing 0.785 ACRES and/or 34,171 SQUARE FEET of land.



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
710 W BIRGE ST

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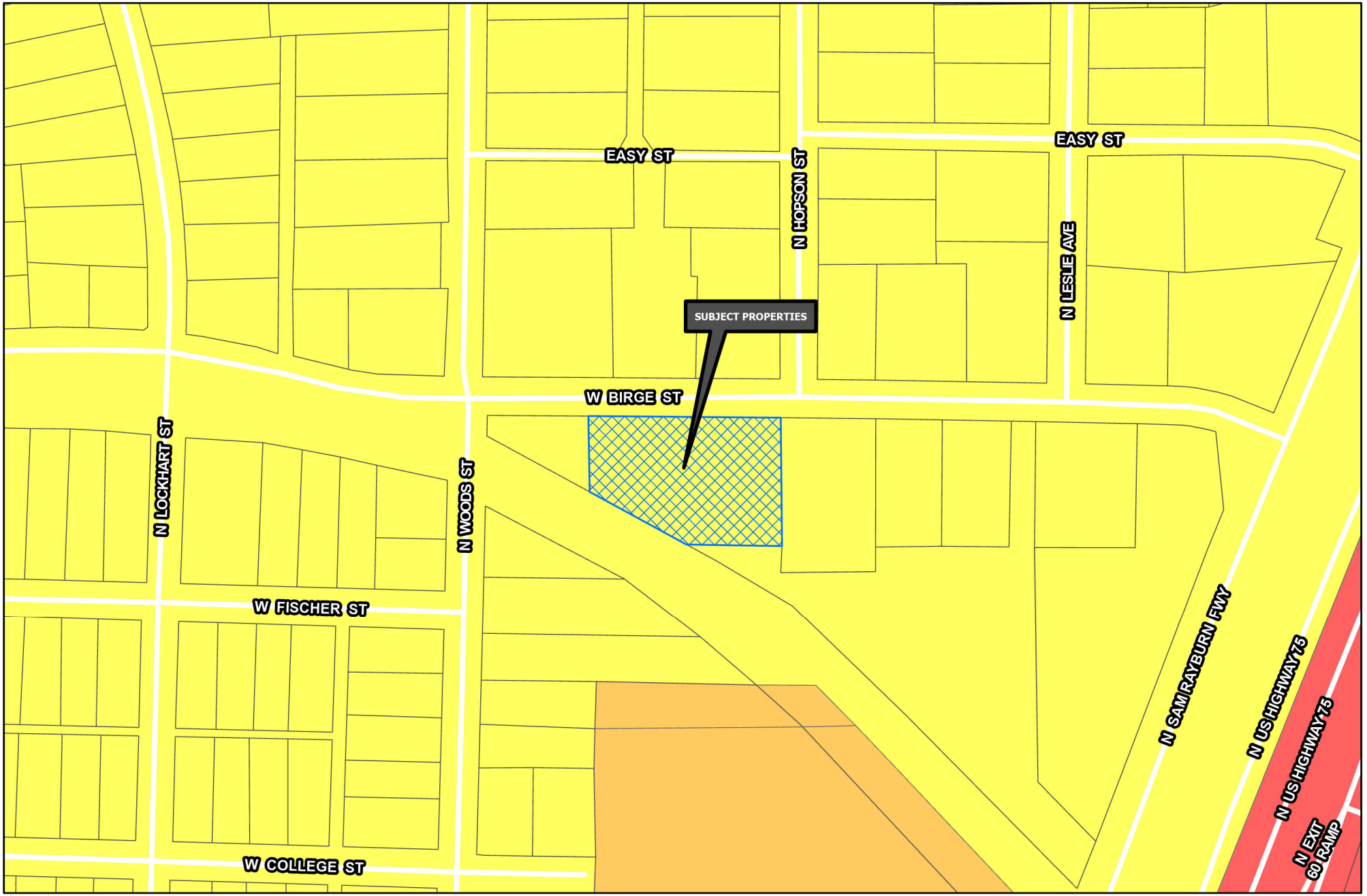
Date: 5/1/2024 8:10 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
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- R-TH Townhome Residential
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- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
710 W BIRGE ST

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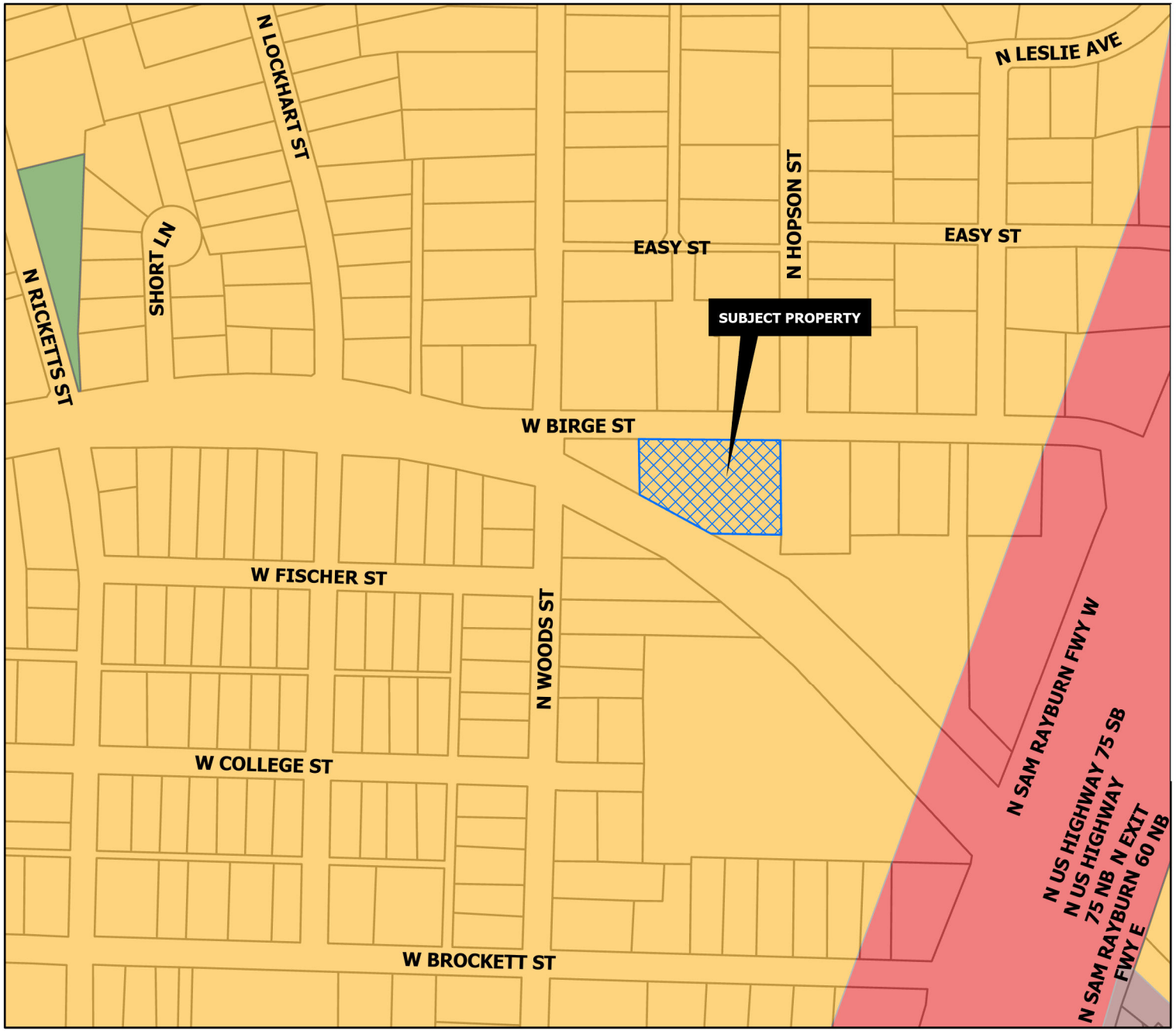
Date: 5/1/2024 8:10 AM



CORE NEIGHBORHOOD

Intent & Character

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Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
710 W BIRGE ST

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W E
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Date: 5/1/2024 10:45

Marlow, Lauren

From: Planning
To: Nate Rodriguez; Planning
Cc: Rafael Rodriguez Azevedo; Kate Wagner; David Baca
Subject: RE: Photos of proposed zoning change sign at 710 W. Birge street

---

From: Nate Rodriguez
Sent: Tuesday, May 7, 2024 11:10 AM
To: Planning
Cc: Rafael Rodriguez Azevedo; Kate Wagner; David Baca
Subject: Photos of proposed zoning change sign at 710 W. Birge street

Please see attached.

Regards,
Rafael and Nate Rodriguez
710 W. Birge St.
Sherman, TX 75092

RAFAEL rodriguez
Where you live is my business.

From the desk of Rafael Rodriguez

710 W Birge Street
Sherman, TX 75092
(469) 631-1020

April 10th, 2024

To whom it may concern,,

We are trying to rezone our current property to R-12 so it better reflects its current use. And we are also trying to replat my current 2 lots into 3 distinct lots.

Best regards,

Rafael Rodriguez

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.14.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6744

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.07 (Signs), Section 14.08.001 (Definitions), Article 14.10 (Use Chart); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To Signs; Prohibiting New Billboard Signs; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

Issue:

Consideration of amendments to the Zoning Ordinance prohibiting new billboards and modifying other regulations on signs.

Background:

On April 15, 2024, the City Council adopted an update to the City's sign regulations regarding development entrance signs. During that meeting, Council gave direction to staff to look into amending the sign regulations regarding off-premise signs also known as billboards.

There are currently 71 billboards in the City of Sherman. Of the 71 billboards, only 2 would be considered conforming based on their location and proximity to other billboards. There is currently a requirement that any new billboards must be constructed no fewer than 2,000 feet from an existing billboard. In addition, new billboards can only be located on the inbound side of US75 and US 82.

Staff is recommending to prohibit new billboards. Existing billboards would be able to remain as non-conforming, but could not be improved with the exception of regular maintenance.

Origination:

Development Services

Financial Consideration:

None

Staff Recommendation:

At the May 21, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the zoning ordinance changes be approved as presented. **Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6744
2. Billboard Map

ORDINANCE NO. 6744

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), ARTICLE 14.07 (SIGNS), SECTION 14.08.001 (DEFINITIONS), ARTICLE 14.10 (USE CHART); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO SIGNS; PROHIBITING NEW BILLBOARD SIGNS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that it is necessary to amend Chapter 14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas ("Code of Ordinances") for the purpose of modifying certain regulations relating signs; and

WHEREAS, the City of Sherman ("City" or "Sherman") has complied with all legal notices and public hearings as required by law; and

WHEREAS, the City Council finds that in order to protect the aesthetic value of the City and to protect public safety, health, safety and morals for Sherman and its citizens, it is in the best interest of Sherman and its citizens to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to the Code of Ordinances, Chapter 14 (Zoning Ordinance). Article 14.07 (Signs), Section 14.08.001 (Definitions), Article 14.10 (Use Chart) of the Code of Ordinances are amended as follows[1]:

"**ARTICLE 14.07 SIGNS**

…

Sec. 14.07.003 Prohibited signs.

Except as otherwise expressly allowed by this Chapter, the following signs and conditions are prohibited:

(a) The construction, placement, existence or use of signs of the following nature are prohibited:

[1] Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

(1) "A" frame signs.
(2) Abandoned sign.
(3) Audible sign.
(4) Banner sign.
(5) Billboard.
(6) Cloud buster balloon and air devices.
(7) Feather flag.
(8) Merchandise display.
(9) Moving sign.
(10) Neglected sign.
(11) Off-location or off-premises sign.
(12) Outdoor advertising sign.
(13) Pennant signs.
(14) Prohibited signs:
- *(A) Any sign not referenced in or governed by this chapter;*
- *(B) Any sign erected or installed without the issuance of a permit, either prior to or after the adoption of this chapter (if a permit was required);*
- *(C) Any sign that emits odor or visible matter;*
- *(D) Any changeable electronic variable message sign (CEVMS) or light emitting diode (LED) billboards located, relocated or upgraded along a regulated highway;*
- *(E) Any sign erected or installed in or over a public right-of-way or access easement, unless permitted within this chapter, or as allowed in the Central Business District Overlay;*
- *(F) Any sign placed in any location which by reason of their location will obstruct the view of any authorized traffic sign, signal, or other traffic control device by vehicular or pedestrian traffic. No sign shall be erected which, by reason of shape, color, size, design, or position, would be reasonably likely to create confusion with, to be confused as, or to interfere with any traffic signal or device which is authorized by the appropriate state or local governmental authorities. Further, no sign shall be placed in a location that will obstruct vision of a vehicle operator while entering, exiting, or traveling upon the public right-of-way.*
- *(G) Any sign that does not comply with this or other applicable municipal ordinances, or those which do not comply with Federal or State laws;*
- *(H) Any sign supported by a tree, rock, bridge, rails or public utility pole;*
- *(I) Any sign supported by a fence, except for temporary construction fence signs governed by this chapter; or*
- *(J) Any sign not allowed or defined by this chapter.*

(15) Revolving sign.
(16) Roof sign
(17) Searchlight.
(18) Temporary nuisance signs.
(19) Vacant building sign.
(20) Wind driven signs.

~~The following signs shall be prohibited in all districts:~~

~~(1) Any signs and supports, other than those signs and supports required by governmental authority, or for which a street use license has been issued, which are located on the public right-of-way, including on public streets, alleys, and parkways. This section shall not apply to signs on commercial vehicles or commercial trailers lawfully operated or parked in such areas, except that this exception shall not otherwise be used to legitimate the use of advertising vehicles and trailers prohibited in section 14.07.005.~~

~~(2) Any signs which resemble an official traffic sign or signal or which bear the words "stop," "go slow," "caution," "danger," "warning" or similar words.~~

~~(3) Signs which, by reason of their size, location, movement, content, coloring, or manner of illumination, may be confused with or construed as a traffic-control sign, signal or device, or the light of an emergency or road equipment vehicle, or which hide from view any traffic or street sign or signal or device.~~

~~(4) Any sign which emits sound, odor or visible matter which serves as a distraction to persons within the public right-of-way.~~

~~(5) Any sign, billboard or outdoor advertising, as those terms are defined in section 108.51 of the Texas Alcoholic Beverage Code, which advertises an alcoholic beverage or the manufacture, sale or distribution of an alcoholic beverage, except as allowed by state law.~~

…

Sec. 14.07.006 Nonconforming sign abatement.

Signs legally existing prior June 17, 2024 that were in compliance with the then-current ordinance and not in compliance herewith shall be regarded as nonconforming signs subject to the regulations in this section.

(a) Nonconforming signs.

(1) A nonconforming sign may not be:

(A) Changed to another nonconforming sign;

(B) Structurally altered so as to prolong the life of the sign;

(C) Expanded to increase the size;

(D) Changed to use a different method or technology to convey a message;

(E) Re-established after its removal for a period of more than 30 calendar days;

(F) Moved in whole or in part to any other location on the same or any other premises unless every portion of such sign is made to conform to all of the regulations of this chapter;

(G) Re-established after damage or destruction if the estimated expense of reconstruction exceeds 50 percent of its fair market value prior to the time of destruction;

(H) Maintained if the sign has fallen to the ground; or

(I) Maintained if the sign leans such that the angle between the sign and the ground is 70 degrees or less.

(b) Maintenance. A nonconforming sign may be maintained as follows:

(1) Maintenance operations may be performed on the sign. For purposes of this section, "maintenance operations" means the process of keeping a sign in good repair. Maintenance operations include:

(A) Cleaning;

(B) Painting;

(C) Repair of parts with like materials in a manner that does not alter the basic design or structure of the sign, provided that the cost of all repairs performed during any consecutive 365 calendar day period is not more than 60 percent of the cost of erecting a new sign of the same type at the same location; and

(D) Replacement of parts with like materials in a manner that does not alter the basic design or structure of the sign, provided that the cost of all replacement of parts performed during any consecutive 365 calendar day period is not more than 60 percent of the cost of erecting a new sign of the same type at the same location. The 365 calendar day period limitation shall not apply to a sign that has been blown down or otherwise destroyed as described in subsection (a) above. Examples of actions that are not maintenance operations and are therefore prohibited include, without limitation:

(i) Converting a sign from a multiple pole structure to a monopole structure;

(ii) Replacing wooden components with metal components;

(iii) Increasing the area or height of a sign;

(iv) Adding illumination to a nonilluminated sign;

(v) Adding additional display faces;

(vi) Converting a sign to utilize animated display or moveable copy technology, including but not limited to signs featuring Tri-Vision technology; and

(vii) Updating the technology in an already existing animated display or moveable copy signs. If a sign is dismantled for any purpose other than an alteration or maintenance operation permitted hereunder, the sign may not be altered, reconstructed, repaired or replaced, and the owner shall remove the sign or bring it into compliance with this chapter and all other applicable ordinances.

(2) Ordinary repairs and maintenance, including the removing and replacing of the outer panels are permitted, provided that the panels are replaced with identical panels and that no structural alterations or other work which extends the normal life of the nonconforming sign shall be permitted.

(3) Single panels on multi-panel monument signs for multi-tenant shopping centers may be changed to reflect tenant changes.

(5) Notwithstanding any other provision of this chapter, any sign that is a legally existing nonconforming sign hereunder may be relocated on the same lot or tract of land if the sign is required to be removed from its present location because the property on which the sign is located is acquired by any governmental agency or other entity which has or could have acquired the property through the exercise of its power of eminent domain or because such removal is necessary to accommodate a City capital improvement project, provided, however, such relocated sign shall be placed to comply with all setbacks and other locational requirements as set forth in this chapter.

(6) Change to a conforming sign. A nonconforming sign may be altered to become or be replaced with a conforming sign by right. Once a sign is altered to conform or is replaced with a conforming sign, the nonconforming rights for that sign are lost and a nonconforming sign may not be re-established.

(7) If there is no sign in place on a sign structure or building wall for six consecutive months, the nonconforming rights are lost and a nonconforming sign may not be re-established. If the sign structure is unused for less than six consecutive months, a nonconforming sign may be re-established.

(c) Nonconforming sign registration and amortization.

(1) Registration. The operator and/or owner of any nonconforming sign shall register such nonconforming sign and obtain from the City Manager a certificate of nonconforming rights within 12 months after the sign becomes nonconforming or 12 months after the date of publication of the June 17, 2024 version of this chapter, whichever occurs later. If a sign qualifies as a nonconforming sign and the operator and/or owner registers the sign with the City, the City Manager shall issue a certificate of nonconforming rights. Failure to obtain this certificate of nonconforming rights within the requisite time shall terminate the sign's status as a nonconforming sign and such sign shall be considered an illegal sign.

(2) Amortization. Any nonconforming sign may be amortized and removed by the City in accordance with applicable law.

~~(a) The following signs and/or advertising items shall become nonconforming on the effective date of this chapter.~~

~~(b) Any sign which is affixed to sign supports prohibited in section 14.07.002(f).~~

~~(c) Banners, pennants, searchlights, sandwich or "A" frame signs, or wind-driven signs.~~

~~(d) Any signs which resemble an official traffic sign or signal or which bear the words "stop," "caution," "go slow," "danger," "warning" or similar words.~~

~~(e) Signs which, by reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic-control sign, signal, or device, or the light of an emergency or road equipment vehicle, or which hide from view any traffic or street sign or signal or device.~~

~~(f) Any sign which emits sound, odor or visible matter or which serves as a distraction to persons within the public right-of-way.~~

(d)~~(g)~~ Any signs and their supports in violation of Section 14.07.003~~(1)~~ are hereby deemed to be in trespass on *city rights-of-way, city easements, or other city-owned property* ~~public property~~ and shall be immediately removed by the owner or his agent. If the owner fails to remove such signs, the owner shall be in violation of this chapter and may be cited as such. ~~If the owner is not known,~~ The City *is entitled to have or* ~~administration shall~~ cause the signs and supports to be removed.

(e)~~(h)~~ ~~The manner of notice where required by this chapter shall be by regular mail. Refusal of mail, which has been properly addressed and posted, shall not void the notice. Publication may be used when the addressee or his whereabouts are unknown and said publication shall be done in the same manner as prescribed in state law for service of process by publication. Notice by publication shall be deemed sufficient regardless of its effect as actual notice.~~ With the exception of signs made of paper or cardboard and their supports which may be

disposed of immediately, removed signs and supports shall be stored a period not to exceed fourteen (14) days beginning the first day of effective notice, whether actual or constructive. A storage charge of five dollars ($5.00) per day will be levied beginning the fourth day of that fourteen (14) day period. Before the expiration of the storage period, the owner of the sign and supports may reclaim his property upon payment of any storage charges and the cost of removal. If said sign and support have not been reclaimed by the expiration of the storage period, they may be disposed of in the manner hereafter provided. If the sign and supports are not capable of being sold, they may be discarded, but if sold, the proceeds therefrom shall be first applied to the storage charge and removal charge, then to the general fund of the city.

~~(i) All signs which are in violation of the provisions of this chapter shall become nonconforming. Such signs may be maintained, repaired and may be continued so long as their nonconformity is not increased. Nonconforming signs shall not be enlarged in area or increased in height. No nonconforming sign shall be continued when abandoned. Abandonment means when a business vacates a premises. The new business's sign shall comply with this chapter as a new sign.~~

…

Sec. 14.07.012 Billboards.

All new billboard signs are prohibited. Billboards that were legally existing prior to June 17, 2024 may remain subject to Section 14.07.006.

~~Billboards consisting of off-premises poster panels or bulletins, digital signs or painted or printed bulletins shall be permitted in the C-1, C-2, M-1, M-1.5, and M-2 districts with a specific use permit and subject to the following conditions:~~

~~(1) Billboards shall be constructed to meet the construction standards of the International Building Code. Billboards may have one sign face per side for a maximum of two sides. Only one side face may be visible from one direction of traffic. The back side of the billboard structure shall be boxed in to create a smooth finish. All framework and boxing shall be painted to blend with the surrounding area; ex: sky blue or light grey in open areas and brown or forest green in areas with trees.~~

~~(2) Billboards shall be a minimum of thirty-five (35) feet from any residentially zoned property line.~~

~~(3) The maximum area of any billboard sign face shall be three hundred (300) square feet. The maximum width of any billboard shall be thirty-five (35) feet.~~

~~(4) Billboards shall be within seventy-five (75) feet and on the inbound side of Highways 75 or 82 frontage. All billboards shall have one face visible to inbound traffic. The inbound traffic side of highways shall be defined as the side of the highway for traffic coming into the city beginning at the city limits and ending at North Travis Street for southbound Highway 75, at Highway 82 for northbound Highway 75, at North Travis for westbound Highway 82 and at Texoma Parkway (Hwy 91) for eastbound Highway 82.~~

~~(5) There shall be a minimum radial separation of two thousand (2,000) feet between all billboards.~~

~~(6) Billboards shall have a setback of not less than thirty-five (35) feet. Setbacks from side lines shall be not less than thirty-five (35) feet.~~

~~(7) Billboards shall have a maximum height of forty-two and a half (42.5) feet above the center of the facing street, access road, or thoroughfare. Provided, however, no billboard sign shall be higher than fifty (50) feet measured from its base.~~

~~(8) All lighting of billboards shall be so shielded as not to produce intensive or excessive light or glare on adjacent property.~~

~~(9) Billboards shall not be permitted within the central business district as designated on the official zoning map.~~

~~(10) In addition to the above conditions, digital billboards shall have a maximum transition time between messages of two (2) seconds. The minimum duration of the message display shall be eight (8) seconds. Brightness shall be no more than 0.3 footcandles over ambient light. Automatic dimming is required. The brightness measurement shall be taken utilizing a footcandle meter at 200' measured perpendicular to the face of the digital billboard.~~

…

ARTICLE 14.08 DEFINITIONS

Sec. 14.08.001 Definitions.

…

Sign. Any structure or part thereof, or any device attached to, painted on or represented on a building or other structure, upon which is displayed or included any letter, word, model, banner, decoration, device, or representation used as, or which is in the nature of, an announcement, direction, advertisement, or other attention-directing device.

Sign, "A" frame. An advertising or business ground sign constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top; each angular face held at an appropriate distance by a supporting member.

Sign, abandoned. A sign that had a permit, but the permit has been expired for 30 or more consecutive calendar days and/or is not maintained by a property owner, bona fide business, user or lessee. Abandoned signs are prohibited in the city and its extraterritorial jurisdiction.

Sign, area of. The total exterior surface computed in square feet of a sign having but one exposed exterior surface; the aggregate exposed exterior surface computed in square feet of a sign having more than one such surface.

Sign, audible. Any sign that emits music, talking, words, or other sound or amplification. Audible signs are prohibited in the city and its extraterritorial jurisdiction.

Sign, banner. A sign with or without characters, letters, illustrations, or ornamentations applied to cloth, paper, flexible plastic, or fabric of any kind with only such material for backing.

Sign, Billboard. ~~A sign which directs attention to a business, product, service, or entertainment conducted, sold, or offered at a location other than on the premises on which the sign is located.~~ *A sign that is freestanding or attached to or part of a building, and is an off-premises sign that is designed for a change in copy, so that the characters, letters, display or illustrations can be*

changed or rearranged within a fixed sign face.

Sign, cloud buster balloon. Any visible airtight or air-flow through, inflatable apparatus that exceeds one square foot in total area made of latex, mylar, or other similar material that extends higher than ten (10) feet into the sky by a cord, rope, string, wire, or other similar material. A cloud buster balloon or air device is commonly used to attract persons to a location having a promotion, sale, or other function. Cloud buster balloons, blimps, and other air devices are prohibited in the city and its extraterritorial jurisdiction.

Sign, Development Entrance. A permanent on-premises sign identifying a vehicular entrance to a residential subdivision, residential complex, or commercial development.

Sign, Educational and Institutional. A sign, which by symbol or name, identifies an educational or institutional use permitted within a residential zoning district and may also provide the announcement of services or activities to be held therein.

Sign, feather flag. A wind device that contains a harpoon-style pole or staff driven into the ground for support.

Sign, freestanding. Any sign which is not attached to a building or other structure, including portable signs.

Sign, monument. A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles. The calculation of the sign area consists of the entire monument sign structure.

Sign, moving. Any sign, sign appendages or apparatus designed or made to move freely in the wind or designed or made to move by an electrical or mechanical device. Moving signs, and/or any sign appendage that moves, are prohibited in the city and its extraterritorial jurisdiction.

Sign, neglected. A sign that has any missing panels, burned out lights, missing letters or characters, has rust, has loose parts, has damage, faded from its original color, supports or framework with missing sign or parts, or is not maintained. Neglected signs are prohibited in the city and its extraterritorial jurisdiction.

Sign, off-premise. Any sign that displays any message directing attention to a business, product, service, profession, commodity, activity, event, person, institution or other commercial message which is generally conducted, sold, manufactured, produced, offered or occurs elsewhere than on the premises where the sign is located. For purposes of this definition, any portion of a lawfully permitted special event where public streets have been closed to traffic in accordance with this code shall be considered a single premises.

Sign, outdoor advertising. A sign that advertises goods, products or services which are not sold, manufactured or distributed on or from the premises or facilities on which the sign is located.

Sign, pennant. A sign, with or without a logo, made of flexible materials suspended from one or two corners, used in combination with other such signs to create the impression of a line.

Sign, Pole. A freestanding sign that is affixed, attached, or erected on a pole that is not itself an integral part of or attached to a building or structure.

Sign, projecting. A sign attached to a building or other structure and extending in whole or in part more than 14 inches beyond the building.

Sign, Pylon. A freestanding sign other than a pole sign, permanently affixed to the ground by supports, but not having the appearance of a solid base.

Sign, revolving. Any sign that turns, spins, or partially revolves or completely revolves 360 degrees on an axis.

Sign, Roof. A sign mounted on and supported by the roof portion of a building or above the uppermost edge of a parapet wall of a building and which is wholly or partially supported by such a building or a sign that is painted directly to or applied on the roof or top of a building or structure. A sign that is mounted on mansard facade, pent eaves or architectural projections, such as canopies or the fascia (wall) of a building or structure, shall not be considered to be a roof sign.

Sign, searchlight. Searchlights shall be considered signs that are used to announce, direct attention to, or advertise businesses.

Sign, temporary nuisance. Any temporary sign placed in the public right-of-way and/or on public property that is not otherwise expressly allowed to be located within the public right-of-way and/or public property pursuant to this chapter.

Sign, Undeveloped Real Estate. A temporary sign that relates to the sale, lease, or rental of undeveloped property on a site.

Sign, vacant building. No sign shall be permitted to remain on any vacant building, except a sign pertaining to the lease or sale of the building to which it pertains, or a sign which is under lease from an owner or his/her authorized agent when such sign is maintained by a person operating under his/her own bond.

Sign, wind-driven. ~~Any display or series of displays, banners, flags, balloons, or other objects designed and fashioned in such a manner as to move when subjected to wind pressure.~~ *Any pennant, streamer, spinner, balloon, cloud buster balloon, inflatable objects or similar devices made of cloth, canvas, plastic or any flexible material designed to float or designed to move, or moves freely in the wind, with or without a frame or other supporting structure, used for the purpose of advertising or drawing attention to a business, commodity, service, sale or product. Exception: Flags and balloons and/or balloon arrangements. Wind device(s) are prohibited in the city.*

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ARTICLE 14.10 USE CHART

Sec. 14.10.001 Use Chart.

…

(d) Use Chart. …

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Use Type	**R-A**	**R-E**	**R-12**	**R-6**	**R-5**	**R-4**	**R-TH**	**R-2F**	**MF-15**	**MF-30**	**MH**	**C-N**	**C-O**	**C-1**	**C-2**	**M-1**	**M-1.5**	**M-2**
…																		
Commercial, Retail, and Service Uses																		
…																		
Billboard														~~SUP~~	~~SUP~~	~~SUP~~	~~SUP~~	~~SUP~~
…																		

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…”

SECTION 3: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 5: Repealing/Savings. The Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 5: Effective Date; Publication. This Ordinance shall become effective from and after its adoption and publication as required by law. The City Clerk is directed to publish the caption of this Ordinance as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this 17th day of June 2024.

CITY OF SHERMAN:

_____

DAVID PLYLER, MAYOR

ATTEST:

_____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
ABERNATHY, ROEDER,
BOYD & HULLETT, P.C.

_____
RYAN D. PITTMAN, CITY ATTORNEY

Current Billboards in the City of Sherman
-71 Total Billboards
-2 Billboards are conforming
-69 Billboards are non-confroming
-3 Billboards removed in the last 4 years
-Up to 50 Conforming Billboards could be allowed based on current regulations

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services

N

CITY OF SHERMAN
Billboards Map

Legend

- City Limits
- 2,000' Billboard Buffer
- Special Districts
- Conforming Billboards
- Non-Conforming Billboards

Date: 05/08/2024

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.15.

Meeting Date: 6/17/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6745

Abandoning a 0.188 acre portion of a 45' Wide Waterline Easement in the City of Sherman, Grayson County, Texas, said Easement being established in Instrument Number 2023-20602 of the Real Property Records of Grayson County, Texas; Authorizing the City Manager to execute a Release and Abandonment of Easement; Finding and Determining that the meeting at which this Ordinance is passed was noticed and is open to the public as required by law.

Issue:

To consider the abandonment of a portion of a 45' Waterline Easement located North of O.B. Groner Road and West of Friendship Road in the City of Sherman.

Background:

The City obtained a 45' Waterline Easement in 2023 for the 36" Water line which is being installed to serve the industrial area on the South side of town. The Easement overlaps an existing gas pipeline easement in the subject location. The Engineering Department is proposing to narrow the 45' Waterline easement by approximately 6' in order to remove the overlap of easements from the gas easement. The location of the main will not be relocated or moved aside to accommodate for the narrowing of the easement in this location.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff Recommends approval of the portion of the 45' Waterline Easement abandonment.

Alternatives:

As may be directed by City Council.

Attachments:

1. Ordinance No. 6745
2. Release and Abandonment of Easement
3. Original Easement - 2023-20602
4. Agenda Map

ORDINANCE NO. 6745

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A 0.188 ACRE PORTION OF A 45′ WIDE WATERLINE EASEMENT IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, SAID EASEMENT BEING ESTABLISHED IN INSTRUMENT NUMBER 2023-20602 OF THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE AND ABANDONMENT OF EASEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the portion of a 45' Waterline Easement of in the City of Sherman, Grayson County, Texas, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, said easement being established in Instrument Number 2023-20602 of the Real Property Records of Grayson County, Texas, shall be abandoned.

SECTION 2. That it is the intent of the City Council that the right and interest in such right of way herein closed and vacated. The City Manager is hereby authorized to execute a Release and Abandonment of Easement.

SECTION 3. That it is found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place, and purpose of said meeting was given, all as required by law.

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A"

OWNERS: CITY OF SHERMAN
PARTIAL ABANDONMENT WATERLINE EASEMENT
LEONARD REED SURVEY, ABSTRACT NO. 1028
JASON STAMPS SURVEY, ABSTRACT NO. 1115
CITY OF SHERMAN ETJ, GRAYSON COUNTY, TEXAS

Being a 8,201 square foot (0.188 acre) tract of land situated within the Leonard Reed Survey, Abstract No. 1028, and the Jason Stamps Survey, Abstract No. 1115, City of Sherman Extraterritorial Jurisdiction, Grayson County, Texas, being a portion of a Waterline Easement as described in an easement to the City of Sherman recorded under Instrument No. 2023-20602 of the Official Public Records of Grayson County, Texas, also being a portion of Tract 3, a called 361 acre tract of land as described in the Special Warranty Deed to Connie Purdom (undivided one-fourth interest), Larry Epting (undivided one-fourth interest), Jerry Epting (undivided one-fourth interest), and Kathy Epting (undivided one-fourth interest) recorded in Volume 4034, Page 21 of the Deed Records of Grayson County, Texas. Said 8,201 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron rod at the southwest corner of a called 95.00 acre tract of land as described in the General Warranty Deed to Nuo Yang recorded in Volume 5409, Page 210 of said Official Public Records, being a re-entrant corner of said called 361 acre tract of land;

THENCE NORTH 88 degrees 37 minutes 07 seconds EAST, 85.00 feet with the south line of said called 95.00 acre tract of land and a north line of said called 361 acre tract of land to the most northerly east corner of said Waterline Easement, and from which a 1/2-inch iron rod found in Friendship Road, a generally recognized public road (no recording document found) bears NORTH 88 degrees 37 minutes 07 seconds EAST, 2,578.69 feet ;

THENCE SOUTH 01 degree 19 minutes 27 seconds EAST, 1,074.20 feet through the interior of said called 361 acre tract, and the most northerly line of said Waterline Easement to the **POINT OF BEGINNING**, having surface coordinates of N=7,269,814.06 feet and E=2,525,804.78 feet;

THENCE the following five (5) calls continuing through the interior of said called 361 acre tract of land and the northeasterly line of said Waterline Easement;

1. SOUTH 80 degrees 02 minutes 39 seconds EAST, 900.40 feet;
2. SOUTH 68 degrees 13 minutes 48 seconds EAST, 435.22 feet;
3. SOUTH 57 degrees 25 minutes 56 seconds EAST, 1,438.84 feet;
4. SOUTH 49 degrees 47 minutes 10 seconds EAST, 268.69 feet to an angle point;
5. SOUTH 01 degrees 31 minutes 27 seconds EAST, 5.91 feet to a point for corner;

THENCE departing the northeasterly line of said Waterline Easement and continuing through the interior of said 361 acre tract of land the following five (5) calls:

1. NORTH 49 degrees 44 minutes 07 seconds WEST, 273.47 feet;
2. NORTH 57 degrees 22 minutes 53 seconds WEST, 1,438.64 feet;
3. NORTH 68 degrees 10 minutes 45 seconds WEST, 435.16 feet;

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4. NORTH 79 degrees 59 minutes 36 seconds WEST, 898.20 feet;
5. NORTH 01 degree 19 minutes 35 seconds WEST, 0.94 feet to the **POINT OF BEGINNING**, containing an area of 8,201 square foot (0.188 acre) of land.

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone (4202). Coordinates and distances are surface values and can be converted to grid by using the scale factor of 1.00012 (0,0 base point).

2. A plat of same date accompanies this legal description.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

By:_____
Surveyor's Name: Jonathan E. Cooper
Registered Professional
Land Surveyor No. 5369
Date: 2024-05-08
Texas Firm No. 10120600

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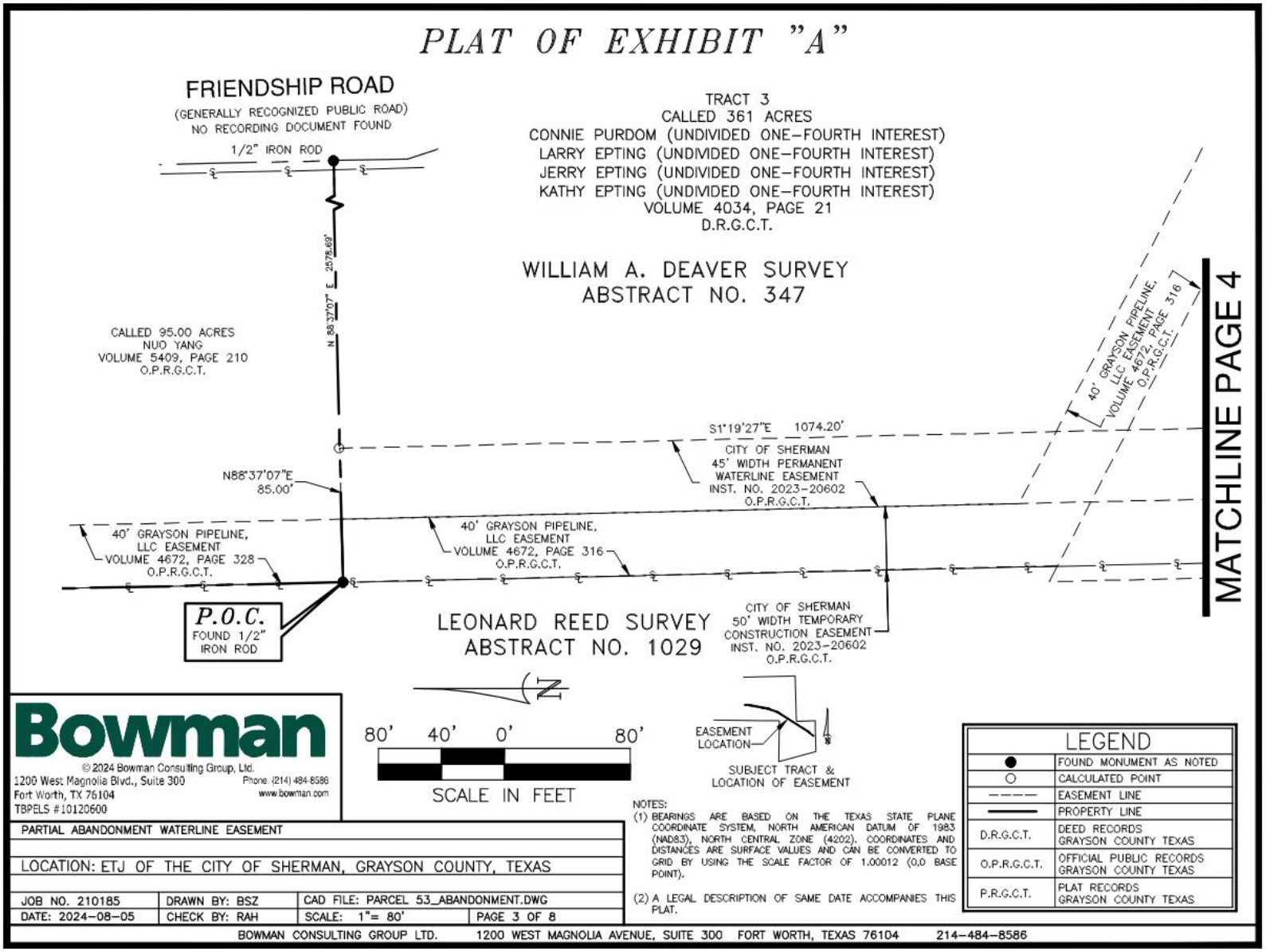
PLAT OF EXHIBIT "A"



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LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
– – – –	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

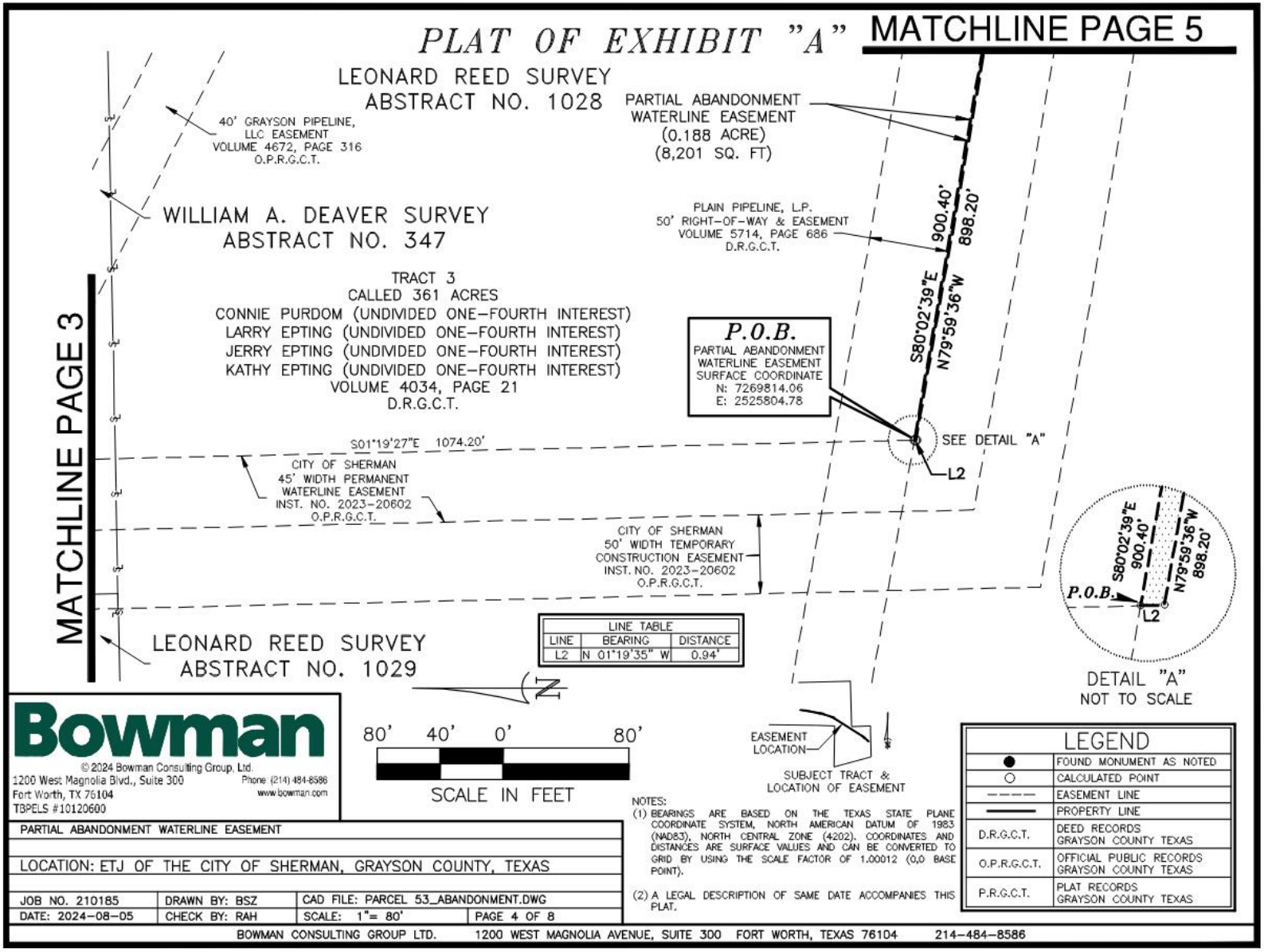
(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

PARTIAL ABANDONMENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53_ABANDONMENT.DWG	
DATE: 2024-08-05	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 3 OF 8

BOWMAN CONSULTING GROUP LTD. 1200 WEST MAGNOLIA AVENUE, SUITE 300 FORT WORTH, TEXAS 76104 214-484-8586


PLAT OF EXHIBIT "A"
MATCHLINE PAGE 5
LEONARD REED SURVEY
ABSTRACT NO. 1028
40' GRAYSON PIPELINE, LLC EASEMENT VOLUME 4672, PAGE 316 O.P.R.G.C.T.
PARTIAL ABANDONMENT WATERLINE EASEMENT (0.188 ACRE) (8,201 SQ. FT)
WILLIAM A. DEAVER SURVEY
ABSTRACT NO. 347
PLAIN PIPELINE, L.P. 50' RIGHT-OF-WAY & EASEMENT VOLUME 5714, PAGE 686 D.R.G.C.T.
900.40'
898.20'
S80°02'39"E
N79°59'36"W
TRACT 3
CALLED 361 ACRES
CONNIE PURDOM (UNDIVIDED ONE-FOURTH INTEREST)
LARRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
JERRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
KATHY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
VOLUME 4034, PAGE 21
D.R.G.C.T.
P.O.B.
PARTIAL ABANDONMENT WATERLINE EASEMENT SURFACE COORDINATE
N: 7269814.06
E: 2525804.78
MATCHLINE PAGE 3
S01°19'27"E 1074.20'
SEE DETAIL "A"
L2
CITY OF SHERMAN 45' WIDTH PERMANENT WATERLINE EASEMENT INST. NO. 2023-20602 O.P.R.G.C.T.
CITY OF SHERMAN 50' WIDTH TEMPORARY CONSTRUCTION EASEMENT INST. NO. 2023-20602 O.P.R.G.C.T.
LEONARD REED SURVEY
ABSTRACT NO. 1029
LINE TABLE
LINE | BEARING | DISTANCE
L2 | N 01°19'35" W | 0.94'
DETAIL "A"
NOT TO SCALE
80' 40' 0' 80'
SCALE IN FEET
EASEMENT LOCATION
SUBJECT TRACT & LOCATION OF EASEMENT
LEGEND
FOUND MONUMENT AS NOTED
CALCULATED POINT
EASEMENT LINE
PROPERTY LINE
D.R.G.C.T. DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T. PLAT RECORDS GRAYSON COUNTY TEXAS
NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).
(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
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Fort Worth, TX 76104
TBPELS #10120600
Phone: (214) 484-8586
www.bowman.com
PARTIAL ABANDONMENT WATERLINE EASEMENT
LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
JOB NO. 210185 | DRAWN BY: BSZ | CAD FILE: PARCEL 53_ABANDONMENT.DWG
DATE: 2024-08-05 | CHECK BY: RAH | SCALE: 1"= 80' | PAGE 4 OF 8
BOWMAN CONSULTING GROUP LTD. 1200 WEST MAGNOLIA AVENUE, SUITE 300 FORT WORTH, TEXAS 76104 214-484-8586

PLAT OF EXHIBIT "A"
MATCHLINE PAGE 4
TRACT 3
CALLED 361 ACRES
CONNIE PURDOM (UNDIVIDED ONE-FOURTH INTEREST)
LARRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
JERRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
KATHY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
VOLUME 4034, PAGE 21
D.R.G.C.T.
PLAIN PIPELINE, L.P.
50' RIGHT-OF-WAY & EASEMENT
VOLUME 5714, PAGE 686,
D.R.G.C.T.
CITY OF SHERMAN
45' WIDTH PERMANENT WATERLINE EASEMENT
INST. NO. 2023-20602
O.P.R.G.C.T.
CITY OF SHERMAN
50' WIDTH TEMPORARY CONSTRUCTION EASEMENT
INST. NO. 2023-20602
O.P.R.G.C.T.
PARTIAL ABANDONMENT
WATERLINE EASEMENT
(0.188 ACRE) (8,201 SQ. FT)
S80°02'39"E 900.40'
N79°59'36"W 898.20'
S68°13'48"E 435.22'
N68°10'45"W 435.16'
MATCHLINE PAGE 6
EASEMENT LOCATION
SUBJECT TRACT & LOCATION OF EASEMENT
LEONARD REED SURVEY
ABSTRACT NO. 1028
N
80' 40' 0' 80'
SCALE IN FEET
NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).
(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
LEGEND
FOUND MONUMENT AS NOTED
CALCULATED POINT
EASEMENT LINE
PROPERTY LINE
D.R.G.C.T. DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T. PLAT RECORDS GRAYSON COUNTY TEXAS
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PARTIAL ABANDONMENT WATERLINE EASEMENT
LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
JOB NO. 210185 | DRAWN BY: BSZ | CAD FILE: PARCEL 53_ABANDONMENT.DWG
DATE: 2024-08-05 | CHECK BY: RAH | SCALE: 1"= 80' | PAGE 5 OF 8
BOWMAN CONSULTING GROUP LTD. 1200 WEST MAGNOLIA AVENUE, SUITE 300 FORT WORTH, TEXAS 76104 214-484-8586

PLAT OF EXHIBIT "A"
MATCHLINE PAGE 5
MATCHLINE PAGE 7
PLAIN PIPELINE, L.P.
50' RIGHT-OF-WAY & EASEMENT
VOLUME 5714, PAGE 686,
D.R.G.C.T.
CITY OF SHERMAN
45' WIDTH PERMANENT WATERLINE EASEMENT
INST. NO. 2023-20602
O.P.R.G.C.T.
PARTIAL ABANDONMENT
WATERLINE EASEMENT
(0.188 ACRE)
(8,201 SQ. FT)
CITY OF SHERMAN
50' WIDTH TEMPORARY
CONSTRUCTION EASEMENT
INST. NO. 2023-20602
O.P.R.G.C.T.
40' GRAYSON PIPELINE, LLC
EASEMENT
VOLUME 4672, PAGE 316
O.P.R.G.C.T.
S68°13'48"E 435.22'
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LEONARD REED SURVEY
ABSTRACT NO. 1028
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CONNIE PURDOM (UNDIVIDED ONE-FOURTH INTEREST)
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VOLUME 4034, PAGE 21
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80' 40' 0' 80'
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LEGEND
FOUND MONUMENT AS NOTED
CALCULATED POINT
EASEMENT LINE
PROPERTY LINE
D.R.G.C.T. DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T. PLAT RECORDS GRAYSON COUNTY TEXAS
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(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
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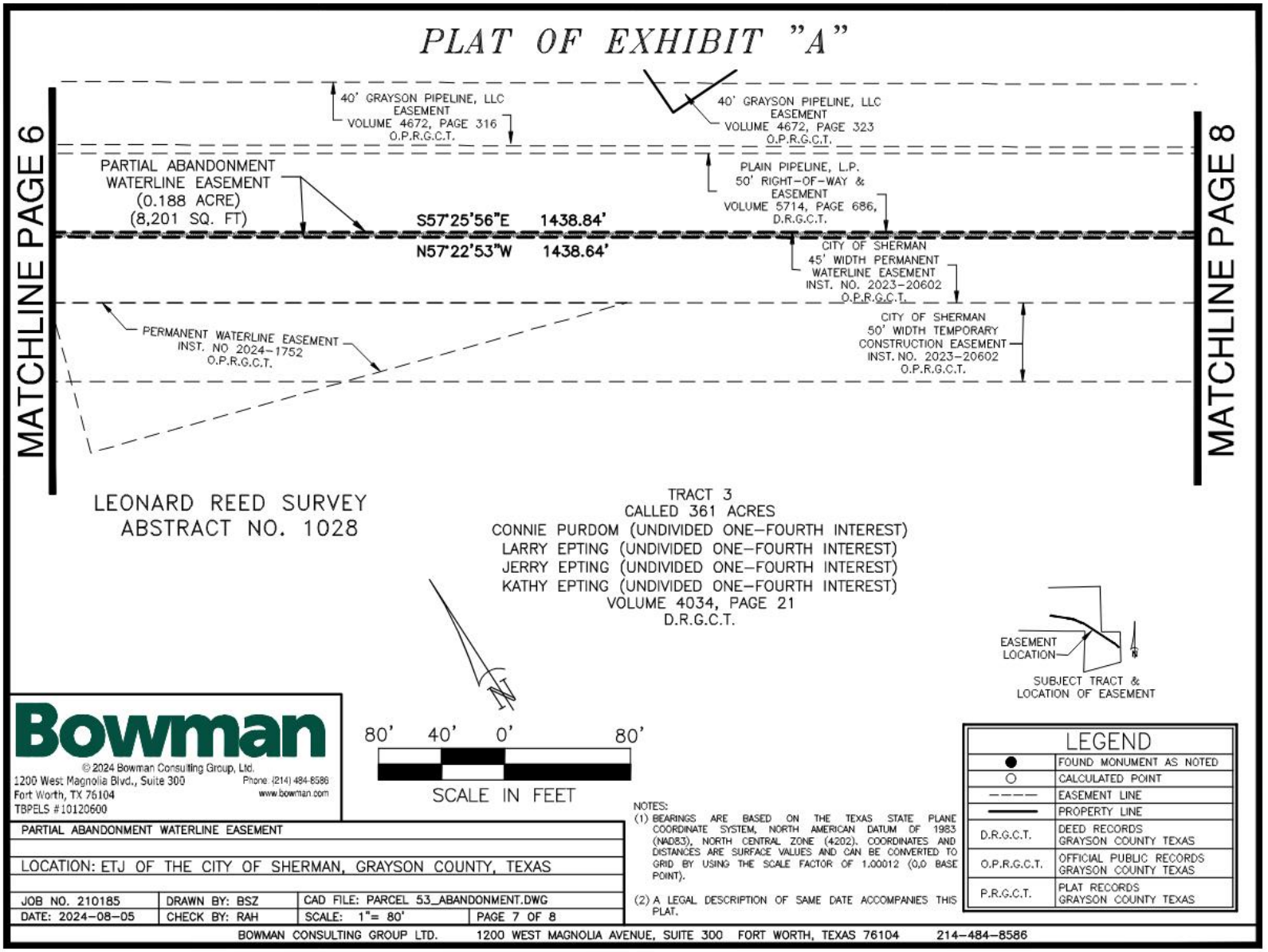
TBPELS # 10120600
PARTIAL ABANDONMENT WATERLINE EASEMENT
LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
JOB NO. 210185 | DRAWN BY: BSZ | CAD FILE: PARCEL 53_ABANDONMENT.DWG
DATE: 2024-08-05 | CHECK BY: RAH | SCALE: 1"= 80' | PAGE 6 OF 8
BOWMAN CONSULTING GROUP LTD. 1200 WEST MAGNOLIA AVENUE, SUITE 300 FORT WORTH, TEXAS 76104 214-484-8586

PLAT OF EXHIBIT "A"



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LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
– – – –	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

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(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

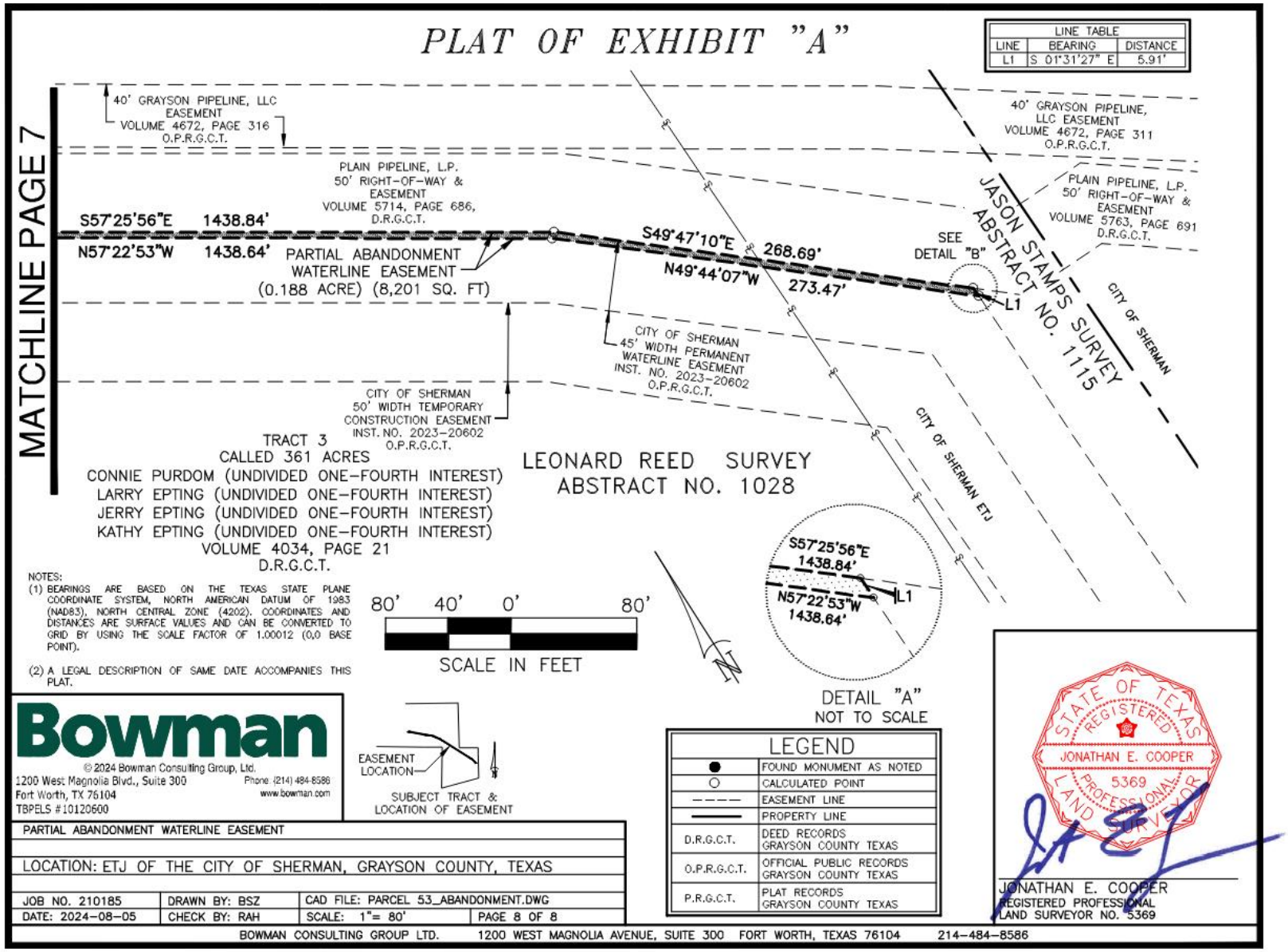
PARTIAL ABANDONMENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53_ABANDONMENT.DWG	
DATE: 2024-08-05	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 7 OF 8

BOWMAN CONSULTING GROUP LTD. 1200 WEST MAGNOLIA AVENUE, SUITE 300 FORT WORTH, TEXAS 76104 214-484-8586

PLAT OF EXHIBIT "A"



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www.bowman.com

JONATHAN E. COOPER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5369

PARTIAL ABANDONMENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53_ABANDONMENT.DWG	
DATE: 2024-08-05	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 8 OF 8

BOWMAN CONSULTING GROUP LTD. 1200 WEST MAGNOLIA AVENUE, SUITE 300 FORT WORTH, TEXAS 76104 214-484-8586

RELEASE AND ABANDONMENT OF EASEMENT

Date: _____ day of _____, 2024

PROPERTY:

BEING A 0.188 ACRE, PART OF A 45' WIDE WATERLINE EASEMENT IN A TRACT OF LAND SITUATED WITHIN THE LEONARD REED SURVEY, ABSTRACT NO. 1028, AND THE JASON STAMPS SURVEY, ABSTRACT NO. 1115, CITY OF SHERMAN EXTRATERRITORIAL JURISDICTION, GRAYSON COUNTY, TEXAS, AS DESCRIBED IN AN EASEMENT TO THE CITY OF SHERMAN RECORDED UNDER INSTRUMENT NO. 2023-20602 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS.

WHEREAS, said property contains a portion of a 45' Wide Water Line Easement as shown in Instrument No. 2023-20602 Property Records, Grayson County, Texas, and being more particularly described and depicted in the Exhibit "A" attached hereto and made a part hereof for all purposes.

WHEREAS, said portion of the Water Line Easement is not being utilized and the City of Sherman no longer deems as a necessary Easement.

WHEREAS, the City of Sherman, Texas, does hereby abandon, relinquish and vacate its interest in and to the easement described.

THE CITY OF SHERMAN, TEXAS

By:_____

Title: City Manager_____

STATE OF TEXAS }

COUNTY OF GRAYSON }

This instrument was acknowledged before me on the _____ day of _____ 2024, by **ROBBY HEFTON**, as City Manager of The City of Sherman, Texas.

_____
Notary Public- State of Texas

EXHIBIT "A"

OWNERS: CITY OF SHERMAN
PARTIAL ABANDONMENT WATERLINE EASEMENT
LEONARD REED SURVEY, ABSTRACT NO. 1028
JASON STAMPS SURVEY, ABSTRACT NO. 1115
CITY OF SHERMAN ETJ, GRAYSON COUNTY, TEXAS

Being a 8,201 square foot (0.188 acre) tract of land situated within the Leonard Reed Survey, Abstract No. 1028, and the Jason Stamps Survey, Abstract No. 1115, City of Sherman Extraterritorial Jurisdiction, Grayson County, Texas, being a portion of a Waterline Easement as described in an easement to the City of Sherman recorded under Instrument No. 2023-20602 of the Official Public Records of Grayson County, Texas, also being a portion of Tract 3, a called 361 acre tract of land as described in the Special Warranty Deed to Connie Purdom (undivided one-fourth interest), Larry Epting (undivided one-fourth interest), Jerry Epting (undivided one-fourth interest), and Kathy Epting (undivided one-fourth interest) recorded in Volume 4034, Page 21 of the Deed Records of Grayson County, Texas. Said 8,201 square foot tract of land being more particularly described by metes and bounds as follows:

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THENCE NORTH 88 degrees 37 minutes 07 seconds EAST, 85.00 feet with the south line of said called 95.00 acre tract of land and a north line of said called 361 acre tract of land to the most northerly east corner of said Waterline Easement, and from which a 1/2-inch iron rod found in Friendship Road, a generally recognized public road (no recording document found) bears NORTH 88 degrees 37 minutes 07 seconds EAST, 2,578.69 feet ;

THENCE SOUTH 01 degree 19 minutes 27 seconds EAST, 1,074.20 feet through the interior of said called 361 acre tract, and the most northerly line of said Waterline Easement to the **POINT OF BEGINNING**, having surface coordinates of N=7,269,814.06 feet and E=2,525,804.78 feet;

THENCE the following five (5) calls continuing through the interior of said called 361 acre tract of land and the northeasterly line of said Waterline Easement;

1. SOUTH 80 degrees 02 minutes 39 seconds EAST, 900.40 feet;
2. SOUTH 68 degrees 13 minutes 48 seconds EAST, 435.22 feet;
3. SOUTH 57 degrees 25 minutes 56 seconds EAST, 1,438.84 feet;
4. SOUTH 49 degrees 47 minutes 10 seconds EAST, 268.69 feet to an angle point;
5. SOUTH 01 degrees 31 minutes 27 seconds EAST, 5.91 feet to a point for corner;

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2. NORTH 57 degrees 22 minutes 53 seconds WEST, 1,438.64 feet;
3. NORTH 68 degrees 10 minutes 45 seconds WEST, 435.16 feet;

Bowman Consulting Group, Ltd. 1200 West Magnolia Road, Suite 300 Fort Worth, Texas 76104 214-484-8586

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5. NORTH 01 degree 19 minutes 35 seconds WEST, 0.94 feet to the **POINT OF BEGINNING**, containing an area of 8,201 square foot (0.188 acre) of land.

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone (4202). Coordinates and distances are surface values and can be converted to grid by using the scale factor of 1.00012 (0,0 base point).

2. A plat of same date accompanies this legal description.

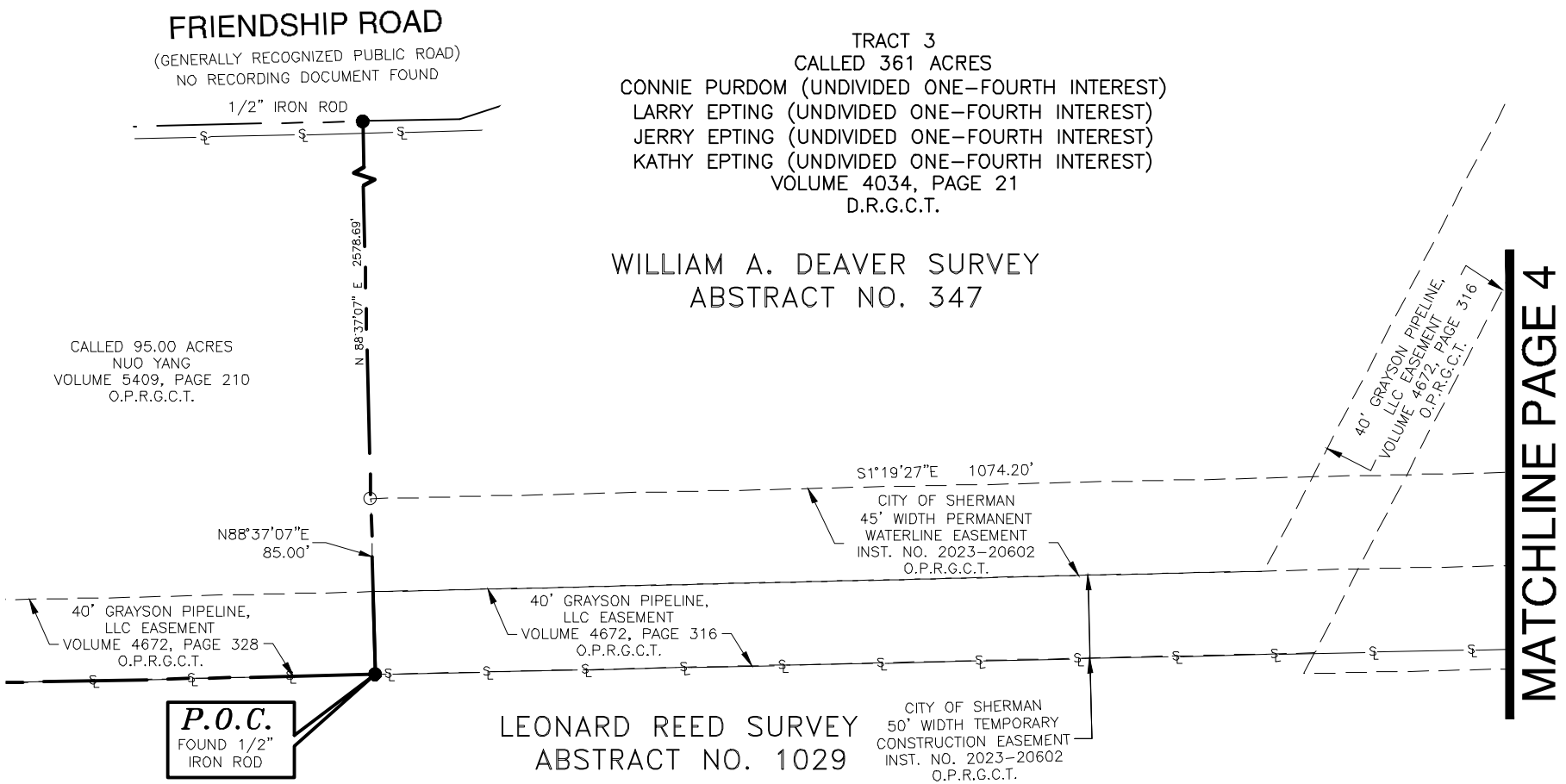
* SURVEYOR'S CERTIFICATE *

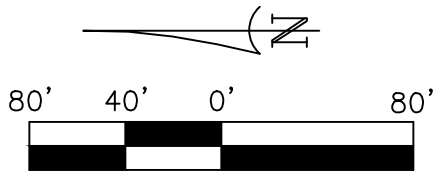
TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

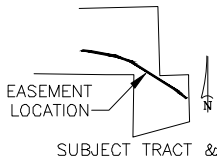
By:_____
Surveyor's Name: Jonathan E. Cooper
Registered Professional
Land Surveyor No. 5369
Date: 2024-05-08
Texas Firm No. 10120600

Bowman Consulting Group, Ltd. 1200 West Magnolia Road, Suite 300 Fort Worth, Texas 76104 214-484-8586

PLAT OF EXHIBIT "A"







LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
-----	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

Bowman

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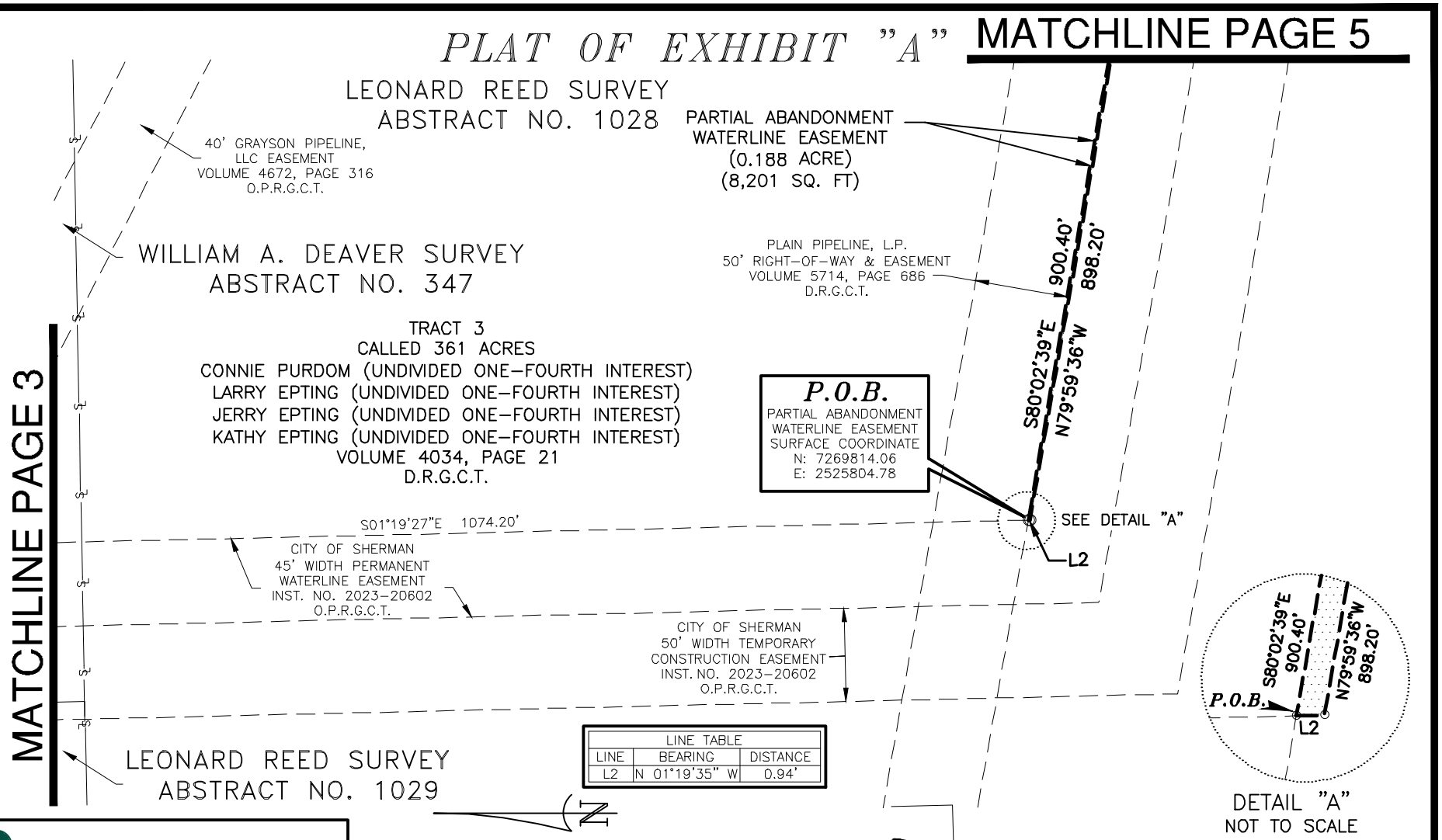
Fort Worth, TX 76104
TBPELS #10120600
Phone: (214) 484-8586
www.bowman.com

PARTIAL ABANDONMENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53_ABANDONMENT.DWG	
DATE: 2024-08-05	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 3 OF 8

PLAT OF EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L2	N 01°19'35" W	0.94'

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
– – – –	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

NOTES:
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PARTIAL ABANDONMENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53_ABANDONMENT.DWG	
DATE: 2024-08-05	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 4 OF 8

PLAT OF EXHIBIT "A"

TRACT 3
CALLED 361 ACRES
CONNIE PURDOM (UNDIVIDED ONE-FOURTH INTEREST)
LARRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
JERRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
KATHY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
VOLUME 4034, PAGE 21
D.R.G.C.T.

MATCHLINE PAGE 4

MATCHLINE PAGE 6

PLAIN PIPELINE, L.P.
50' RIGHT-OF-WAY &
EASEMENT
VOLUME 5714, PAGE 686,
D.R.G.C.T.

S80°02'39"E 900.40'
N79°59'36"W 898.20'

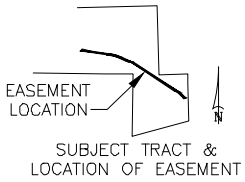
CITY OF SHERMAN
45' WIDTH PERMANENT
WATERLINE EASEMENT
INST. NO. 2023-20602
O.P.R.G.C.T.

PARTIAL ABANDONMENT
WATERLINE EASEMENT
(0.188 ACRE) (8,201 SQ. FT)

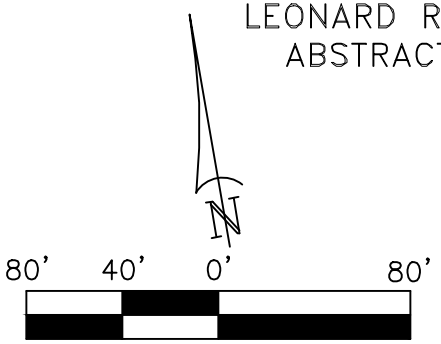
S68°13'48"E
435.22'
N68°10'45"W
435.16'

CITY OF SHERMAN
50' WIDTH TEMPORARY
CONSTRUCTION EASEMENT
INST. NO. 2023-20602
O.P.R.G.C.T.

LEONARD REED SURVEY
ABSTRACT NO. 1028



SUBJECT TRACT &
LOCATION OF EASEMENT



SCALE IN FEET

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
-----	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

NOTES:
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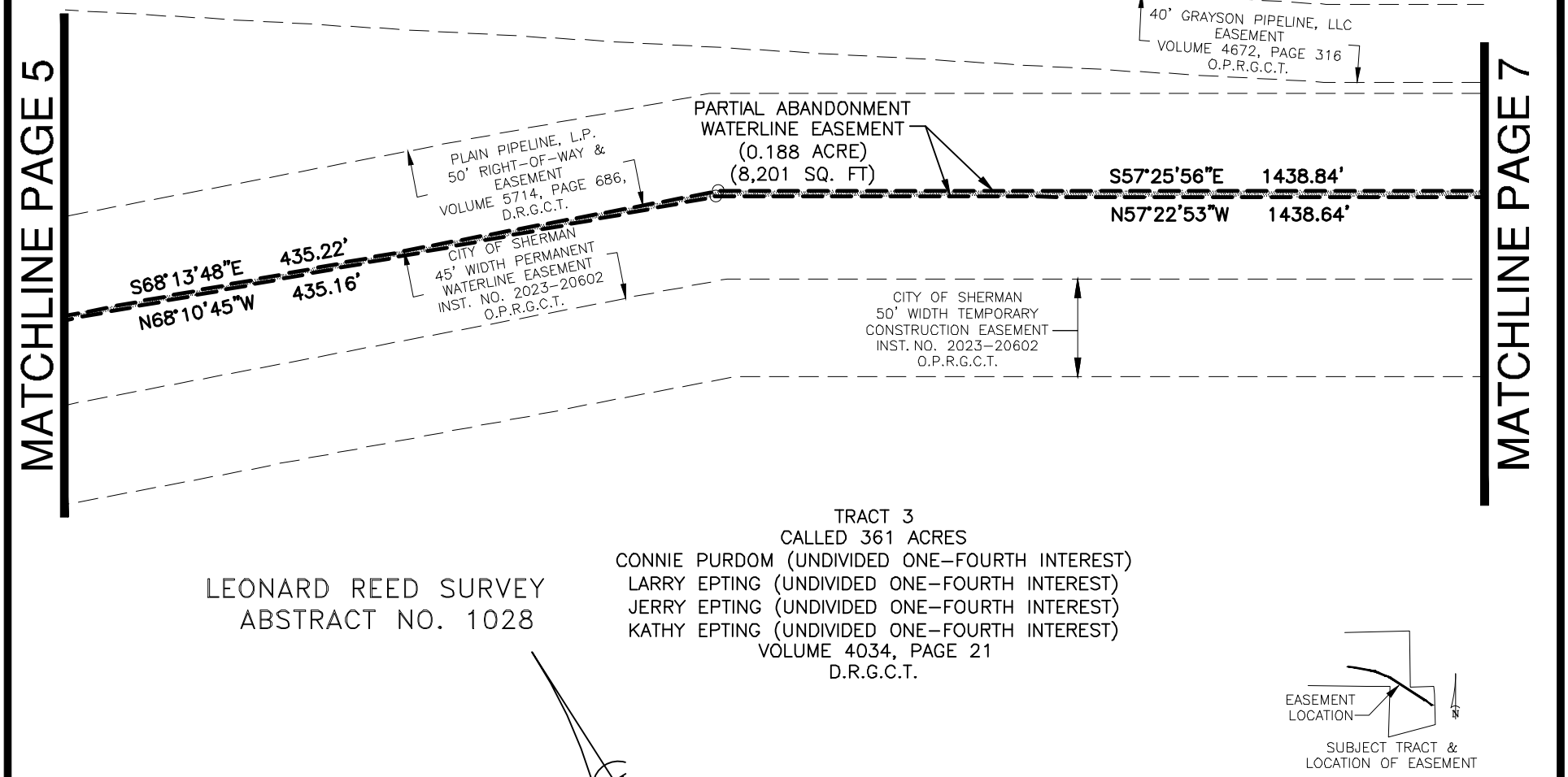
PARTIAL ABANDONMENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53_ABANDONMENT.DWG	
DATE: 2024-08-05	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 5 OF 8

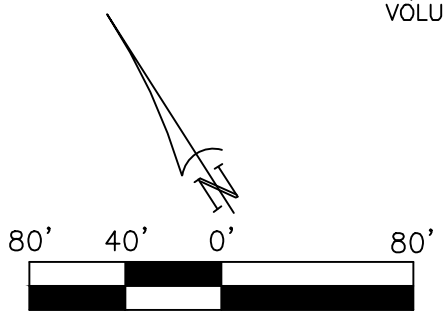
PLAT OF EXHIBIT "A"



TRACT 3
CALLED 361 ACRES
CONNIE PURDOM (UNDIVIDED ONE-FOURTH INTEREST)
LARRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
JERRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
KATHY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
VOLUME 4034, PAGE 21
D.R.G.C.T.

LEONARD REED SURVEY
ABSTRACT NO. 1028

SUBJECT TRACT &
LOCATION OF EASEMENT



SCALE IN FEET

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(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

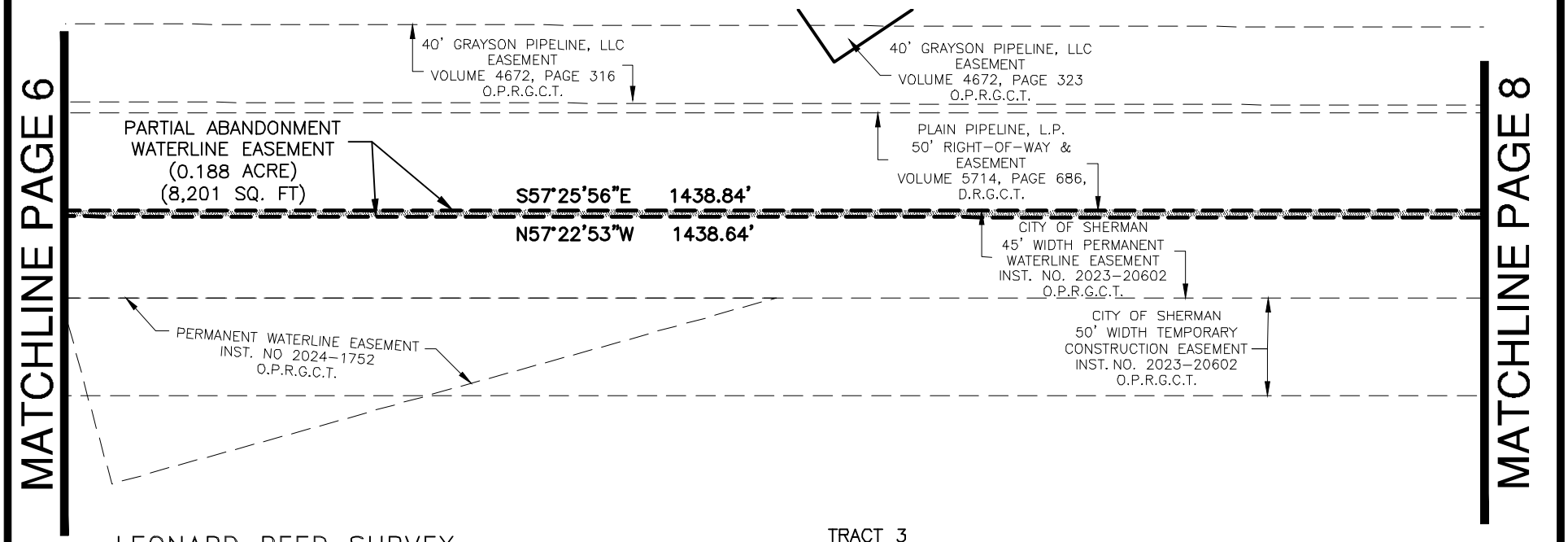
LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
-----	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

PARTIAL ABANDONMENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

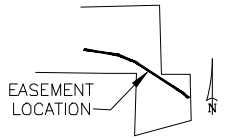
JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53_ABANDONMENT.DWG	
DATE: 2024-08-05	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 6 OF 8

PLAT OF EXHIBIT "A"

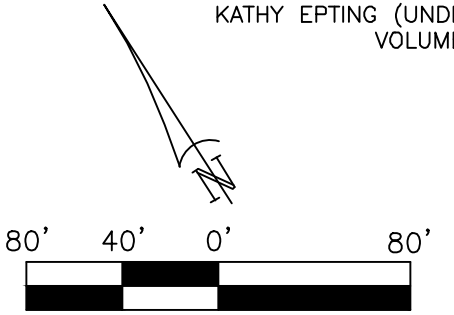


LEONARD REED SURVEY
ABSTRACT NO. 1028

TRACT 3
CALLED 361 ACRES
CONNIE PURDOM (UNDIVIDED ONE-FOURTH INTEREST)
LARRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
JERRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
KATHY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
VOLUME 4034, PAGE 21
D.R.G.C.T.



SUBJECT TRACT & LOCATION OF EASEMENT



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(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
-----	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

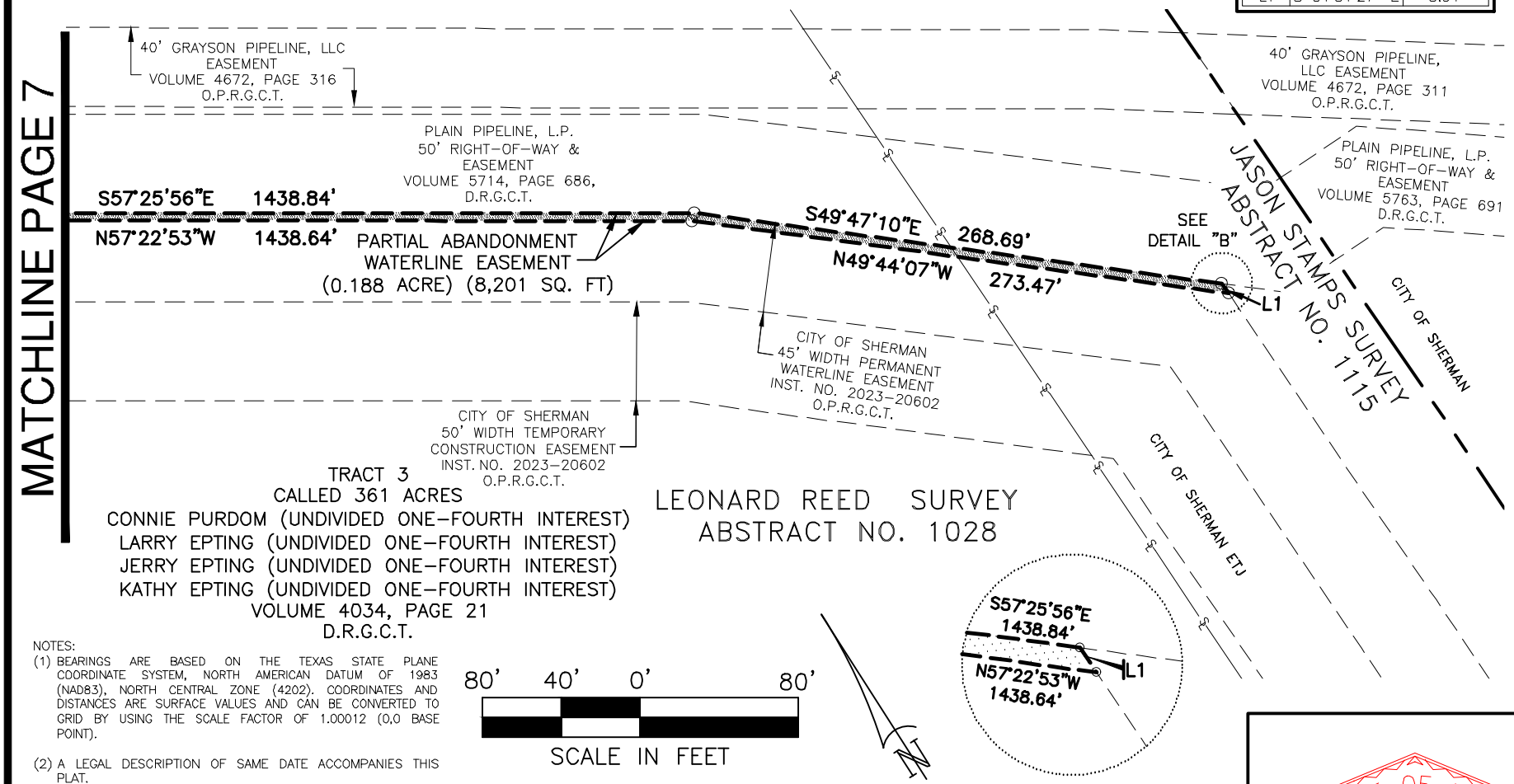
PARTIAL ABANDONMENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53_ABANDONMENT.DWG	
DATE: 2024-08-05	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 7 OF 8

PLAT OF EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°31'27" E	5.91'



DETAIL "A"
NOT TO SCALE

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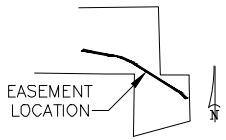
80' 40' 0' 80'
SCALE IN FEET



SUBJECT TRACT & LOCATION OF EASEMENT

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
————	EASEMENT LINE
————	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

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TBPELS #10120600
Phone: (214) 484-8586
www.bowman.com

STATE OF TEXAS
REGISTERED
JONATHAN E. COOPER
5369
PROFESSIONAL
LAND SURVEYOR

JONATHAN E. COOPER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5369

PARTIAL ABANDONMENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53_ABANDONMENT.DWG	
DATE: 2024-08-05	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 8 OF 8

Grayson County
Deana Patterson
County Clerk
Sherman, TX 75090

Instrument Number: 2023 - 20602

ERecordings-RP

Recorded On: August 09, 2023 11:58 AM

Number of Pages: 18

" Examined and Charged as Follows: "

Total Recording: $81.25

********** THIS PAGE IS PART OF THE INSTRUMENT **********
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File Information:	
Document Number:	20602
Receipt Number:	20230809000074
Recorded Date/Time:	August 09, 2023 11:58 AM
User:	Crystal T
Station:	CLERK06

Record and Return To:
Simplifile
100 W. Houston Ste. 17
Sherman TX 75090

STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Deana Patterson
County Clerk
Grayson County, TX

322742

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City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

WATERLINE EASEMENT

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

That **CONNIE PURDOM aka CONNIE LYNN PURDOM, LARRY EPTING aka LARRY CARL EPTING, JERRY EPTING aka JERRY RAY EPTING AND KATHY EPTING aka KATHY DIANE EPTING aka KATHY DIANA EPTING** ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the **CITY OF SHERMAN, TEXAS**, a home-rule municipality ("Grantee"), the receipt of which are hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, enlarge, re-build, replace, relocate, alter, remove and perpetually maintain waterline facilities (collectively, "Facilities"), together with all incidental improvements, and all necessary laterals, over, across, in, on, under and through certain real property owned by Grantor and located in the City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the Easement Property perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, enlarging, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements thereto and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

If Grantee is unable to access the Easement Property due to physical barriers or conditions, then Grantee shall have, and is hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property.

Grantee shall have, and is hereby granted, the right to use that portion of the Grantor's adjacent property within a variable width Temporary Construction Easement as described on Exhibit "A" for the purpose of facilitating construction of public water facilities, together with all incidental improvements, and all necessary laterals, thereto. Grantee shall have the same rights under the Temporary Construction Easement as it has under the Utility Easement. The Temporary Construction Easement granted herein will automatically terminate on the date that Grantee issues its final acceptance of the public utility or other public facilities in the area of the Temporary Easement Property; provided, however, that should Grantee need additional time for the Temporary Construction Easement to remain in full force and effect, Grantor shall be required to extend the date of termination of the Temporary Construction Easement.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the easement granted herein.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use the Easement Property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on the Easement Property.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, notwithstanding anything to the contrary herein, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities or which will affect or interfere with, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of the Facilities as well as for all damages, if any, to Grantor's property which may occur as a result of Grantee's exercise of any rights granted herein.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the 7 day of August, 2023.

GRANTOR:

By: Connie Purdom

CONNIE PURDOM aka CONNIE LYNN PURDOM

STATE OF TEXAS §

COUNTY OF Grayson §

BEFORE ME, a Notary Public, on this day personally appeared **CONNIE PURDOM aka CONNIE LYNN PURDOM**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 7 day of August 7, 2023

LOREN SIEMS, JR
My Notary ID # 131798884
Expires November 16, 2026

Notary Public, State of Texas
My Commission Expires: Nov 16, 2026

By: Larry Epting

LARRY EPTING aka LARRY CARL EPTING

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, a Notary Public, on this day personally appeared **LARRY EPTING aka LARRY CARL EPTING**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 7 day of August 7, 2023

LOREN SIEMS, JR
My Notary ID # 131798884
Expires November 16, 2026

Notary Public, State of Texas

My Commission Expires: Nov 16, 2026

By: Jerry Ray Epting
JERRY EPTING aka JERRY RAY EPTING

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared **JERRY EPTING aka JERRY RAY EPTING**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 3RD day of August ____, 2023

RICHELL IBARRA NOTARY PUBLIC STATE OF TEXAS 132494228 EXP. 05-27-2024

Notary Public, State of Texas
My Commission Expires: 05.27.2024

STATE OF TEXAS §
§
COUNTY OF _____ §

By: _____
KATHY EPTING aka KATHY DIANE EPTING aka KATHY DIANA

BEFORE ME, a Notary Public, on this day personally appeared **KATHY EPTING aka KATHY DIANE EPTING, aka KATHY DIANA EPTING** known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of August ____, 2023

Notary Public, State of Texas
My Commission Expires: _____

By:_____
JERRY EPTING aka JERRY RAY EPTING

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, a Notary Public, on this day personally appeared **JERRY EPTING aka JERRY RAY EPTING**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this____ day

of August ____, 2023

_____
Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF Dallas §

By: Kathy Epting
KATHY EPTING aka KATHY
DIANE EPTING aka KATHY DIANA

BEFORE ME, a Notary Public, on this day personally appeared **KATHY EPTING aka KATHY DIANE EPTING, aka KATHY DIANA EPTING** known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 4 day

of August 9, 2023

ROGER SAMPSON
Notary Public, State of Texas
Comm. Expires 10-21-2026
Notary ID 12948592-0

_____
Notary Public, State of Texas
My Commission Expires: 10/21/26

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ROBBY HEFTON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 24th day of July, 2023.

_____
Notary Public, State of Texas
My Commission Expires: 6/6/2026

ATTEST:

BY: _____
Linda Ashby, City Clerk

LINDA ASHBY
NOTARY PUBLIC
STATE OF TEXAS
ID # 382275-0
My Comm. Expires 06-06-2026

EXHIBIT "A"

OWNERS: CONNIE PURDOM (UNDIVIDED ONE-FOURTH INTEREST)
LARRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
JERRY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
KATHY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
45 FOOT WIDTH PERMANENT WATERLINE EASEMENT
WILLIAM A. DEVER SURVEY, ABSTRACT NO. 347
LEONARD REED SURVEY, ABSTRACT NO. 1028
JASON STAMPS SURVEY, ABSTRACT NO. 1115
CITY OF SHERMAN ETJ, GRAYSON COUNTY, TEXAS

Being a 4.905 acre tract of land situated within the William A. Dever Survey, Abstract No. 347, the Leonard Reed Survey, Abstract No. 1028, and the Jason Stamps Survey, Abstract No. 1115, City of Sherman Extraterritorial Jurisdiction, Grayson County, Texas, being a portion of Tract 3, a called 361 acre tract of land as described in the Special Warranty Deed to Connie Purdom (undivided one-fourth interest), Larry Epting (undivided one-fourth interest), Jerry Epting (undivided one-fourth interest), and Kathy Epting (undivided one-fourth interest) recorded in Volume 4034, Page 21 of the Deed Records of Grayson County, Texas. Said 4.905 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron rod at the southwest corner of a called 95.00 acre tract of land as described in the General Warranty Deed to Nuo Yang recorded in Volume 5409, Page 210 of the Official Public Records of Grayson County, Texas, being a re-entrant corner of said called 361 acre tract of land;

THENCE NORTH 88 degrees 37 minutes 07 seconds EAST, 40.00 feet with the south line of said called 95.00 acre tract of land and a north line of said called 361 acre tract of land to the **POINT OF BEGINNING,** having surface coordinates of N=7,270,886.89 feet and E=2,525,734.97 feet;

THENCE NORTH 88 degrees 37 minutes 07 seconds EAST, 45.00 feet continuing with the south line of said called 95.00 acre tract of land and a north line of said called 361 acre tract of land to a point from which a 1/2-inch iron rod found in Friendship Road bears NORTH 88 degrees 37 minutes 07 seconds EAST, 2,578.69 feet;

THENCE the following nine (9) calls through the interior of said called 361 acre tract of land;

1. SOUTH 01 degree 19 minutes 27 seconds EAST, 1,074.20 feet;
2. SOUTH 80 degrees 02 minutes 39 seconds EAST, 900.40 feet;
3. SOUTH 68 degrees 13 minutes 48 seconds EAST, 435.22 feet;
4. SOUTH 57 degrees 25 minutes 56 seconds EAST, 1,438.84 feet;
5. SOUTH 49 degrees 47 minutes 10 seconds EAST, 268.69 feet;
6. SOUTH 01 degree 31 minutes 27 seconds EAST, 192.90 feet to the beginning of a non-tangent curve;
7. southerly, coincident with said non-tangent curve, concave to the northeast, having a radius of 2,191.43 feet and a chord bearing and distance of SOUTH 04 degrees 10 minutes 28 seconds EAST, 269.58 feet, an arc length of 269.75 feet to the beginning of a non-tangent curve;

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8. southerly, coincident with said non-tangent curve, concave to the east, having a radius of 1557.00 feet and a chord bearing and distance of SOUTH 13 degrees 09 minutes 17 seconds EAST, 90.79 feet, an arc length of 90.80 feet;
9. SOUTH 14 degrees 49 minutes 31 seconds EAST, 67.10 feet to a point on the south line of said called 361 acre tract of land, being the north line of a called 290.01 acre tract of land as described in the deed to Reginald B. Smith recorded under Document No. 201800007027 of said Official Public Records, being in O.B. Groner Road, a generally recognized public road (no recording document found), from which a nail found at the southeast corner of said called 361 acre tract of land bears NORTH 74 degrees 53 minutes 26 seconds EAST, 8.62 feet;

THENCE SOUTH 74 degrees 53 minutes 26 seconds WEST, 45.00 feet with the south line of said called 361 acre tract of land, being the north line of said called 290.01 acre tract of land;

THENCE the following ten (10) calls through the interior of said called 361 acre tract of land ;

1. NORTH 14 degrees 49 minutes 31 seconds WEST, 67.32 feet to the beginning of a tangent curve;
2. northerly, coincident with said tangent curve, concave to the east, having a radius of 1,602.00 feet and a chord bearing and distance of NORTH 13 degrees 07 minutes 41 seconds WEST, 94.90 feet, an arc length of 94.92 feet to the beginning of a non-tangent curve;
3. northerly, coincident with said non-tangent curve, concave to the east, having a radius of 2,236.43 feet and a chord bearing and distance of NORTH 04 degrees 11 minutes 52 seconds WEST, 276.25 feet, an arc length of 276.42 feet;
4. NORTH 01 degree 31 minutes 27 seconds WEST, 172.40 feet;
5. NORTH 49 degrees 47 minutes 10 seconds WEST, 245.52 feet;
6. NORTH 57 degrees 25 minutes 56 seconds WEST, 1,431.58 feet;
7. NORTH 68 degrees 13 minutes 48 seconds WEST, 426.31 feet;
8. NORTH 80 degrees 02 minutes 39 seconds WEST, 932.66 feet;
9. NORTH 01 degree 19 minutes 27 seconds WEST, 1,111.06 feet to the **POINT OF BEGINNING,** containing 4.905 acres of land.

TEMPORARY CONSTRUCTION EASEMENT

The above-described permanent waterline easement is also subject to a temporary construction easement as shown on the accompanying survey plat. Said temporary construction easement shall expire as noted in the easement agreement.

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone (4202). Coordinates and distances are surface values and can be converted to grid by using the scale factor of 1.00012 (0,0 base point).

2. A plat of same date accompanies this legal description.

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3. This survey was performed in connection with the transaction described in GF No. 322742, of Fidelity National Title Insurance Company with an effective date of November 27 2022, issued July 5, 2022. Use of this survey for any other purpose or by other parties shall be at their own risk and undersigned is not responsible to others for any loss resulting therefrom.

Title Commitment GF No. 322742 SCHEDULE "B" 10 ITEMS
The following items are taken verbatim per said title commitment apart from those surveyor notes noted below:

10n. Easement from Vinita L. Bradshaw to Service Pipe Line Company, of record in Volume 1014, Page 763 of the Deed Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the description contained in the record document, this item appears to be blanket in nature and affects the surveyed property.

10o. Right-of-Way Agreement from Jerry Epting, Larry Epting, Kathy Epting and Connie Epting Purdom to Grayson Pipeline, LLC, of record in Volume 4672, Page 316 of the Official Public Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item affects the surveyed property and is shown hereon.

10p. Right-of-Way Agreement from Kathy Diane Epting to Grayson Pipeline, LLC, of record in Volume 4672, Page 323 of the Official Public Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item does not affect the surveyed property but is shown hereon.

10q. Right-of-Way and Easement Grant from Connie Lynn Purdom, Jerry Ray Epting, Kathy Diane Epting and Larry Carl Epting to Plains Pipeline, L.P., of record in Volume 5714, Page 686 of the Official Public Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item affects the surveyed property and is shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

By:_____
Surveyor's Name: Robert A. Hansen
LSLS & Registered Professional
Land Surveyor No. 6439
Date: 2023-07-13
Texas Firm No. 10120600

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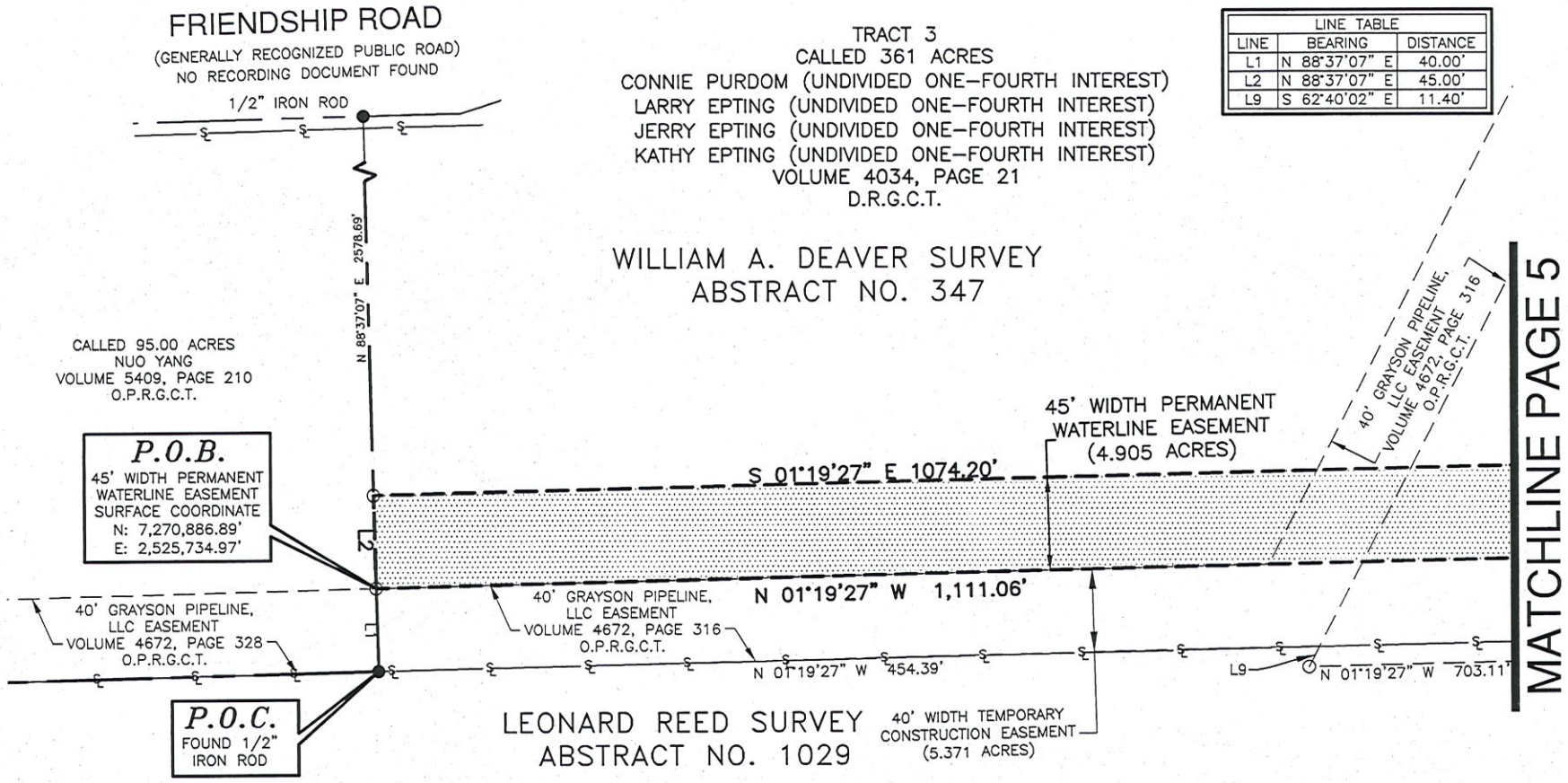
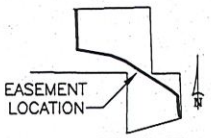
PLAT OF EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°37'07" E	40.00'
L2	N 88°37'07" E	45.00'
L9	S 62°40'02" E	11.40'

80' 40' 0' 80'

SCALE IN FEET



SUBJECT TRACT & LOCATION OF EASEMENT

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
- - - - -	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

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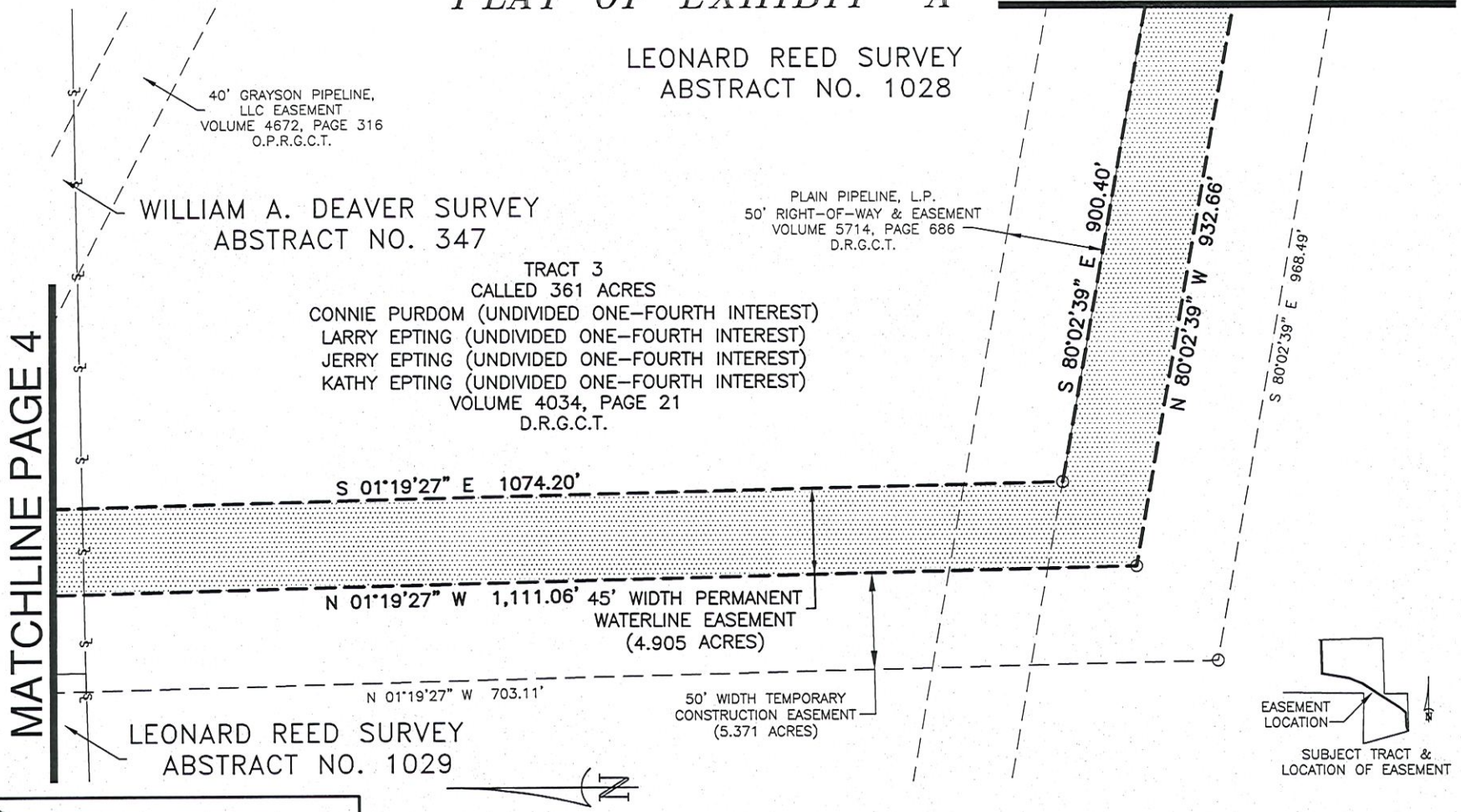
45' WIDTH PERMANENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53 PURDOM EPTING_REV1.DWG	
DATE: 2023-07-13	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 4 OF 10

PLAT OF EXHIBIT "A"



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○	CALCULATED POINT
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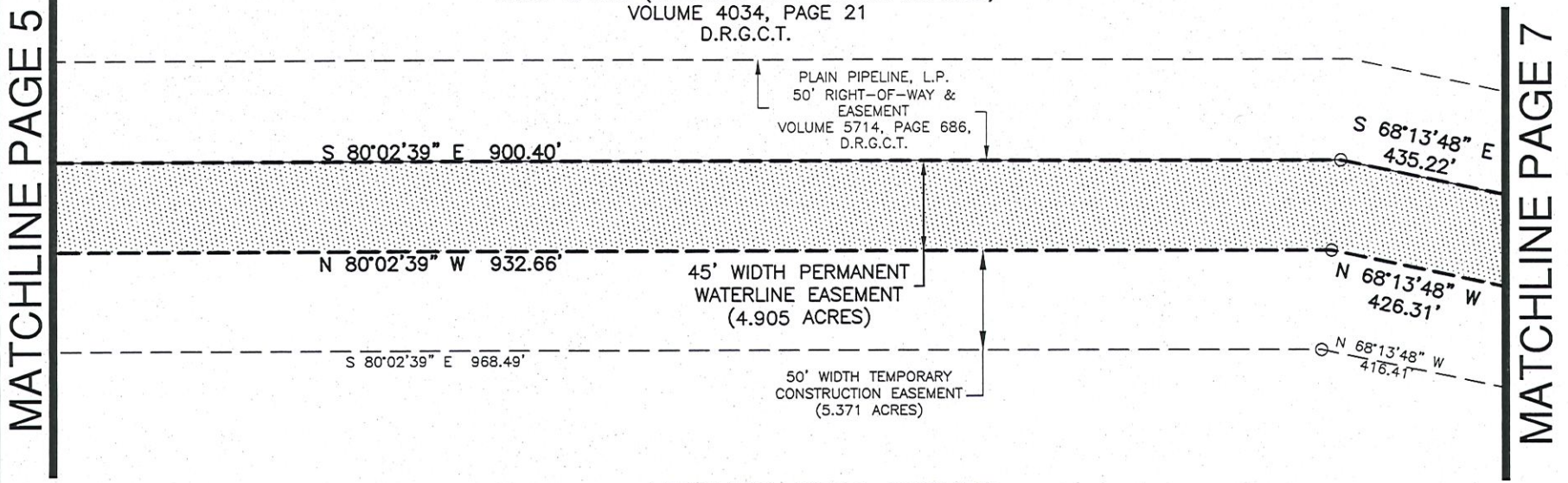
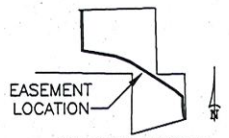
PLAT OF EXHIBIT "A"

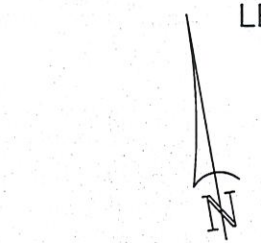
TRACT 3
CALLED 361 ACRES
CONNIE PURDOM (UNDIVIDED ONE–FOURTH INTEREST)
LARRY EPTING (UNDIVIDED ONE–FOURTH INTEREST)
JERRY EPTING (UNDIVIDED ONE–FOURTH INTEREST)
KATHY EPTING (UNDIVIDED ONE–FOURTH INTEREST)
VOLUME 4034, PAGE 21
D.R.G.C.T.



LEONARD REED SURVEY
ABSTRACT NO. 1028



SUBJECT TRACT &
LOCATION OF EASEMENT



SCALE IN FEET

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– – – –	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

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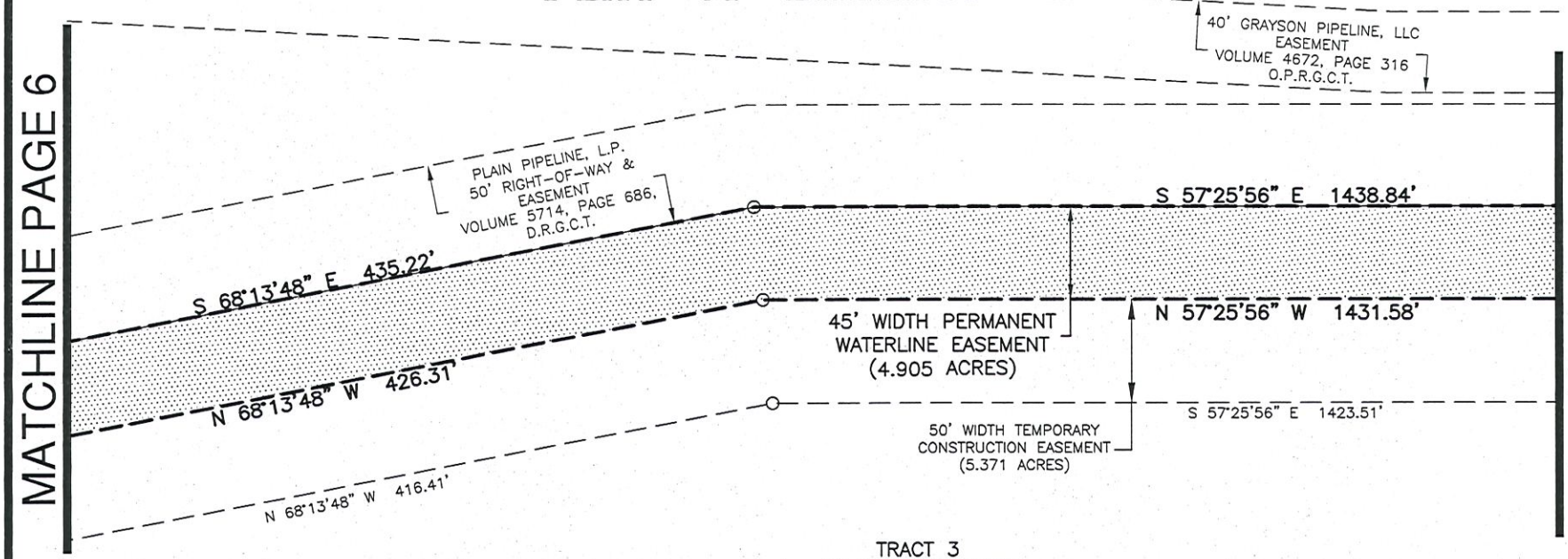
DATE: 2023–07–13	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 6 OF 10

PLAT OF EXHIBIT "A"



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ABSTRACT NO. 1028

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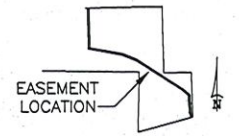
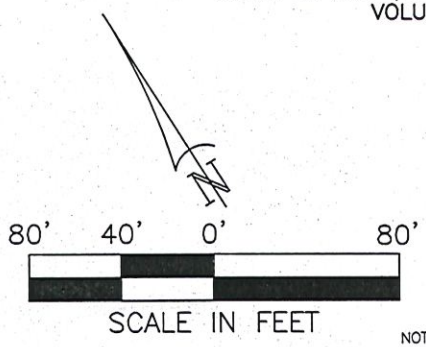


SUBJECT TRACT &
LOCATION OF EASEMENT



SCALE IN FEET

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LEGEND	
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D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
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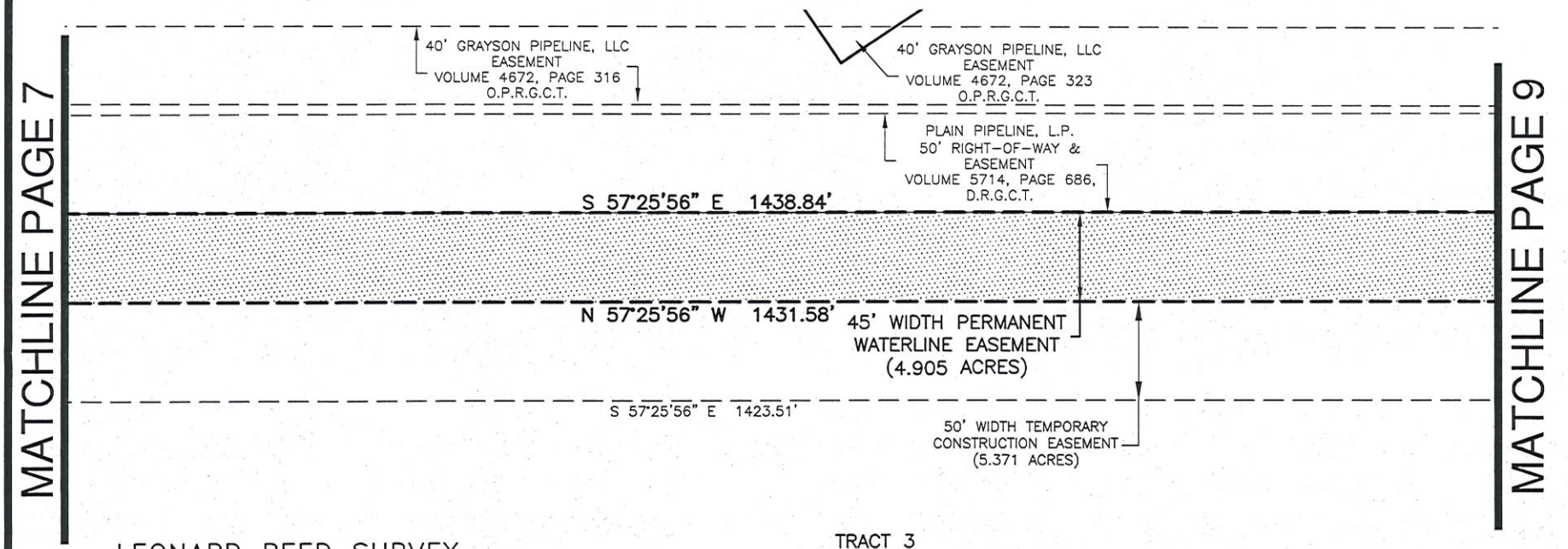
(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

45' WIDTH PERMANENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53 PURDOM EPTING_REV1.DWG	
DATE: 2023-07-13	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 7 OF 10

PLAT OF EXHIBIT "A"



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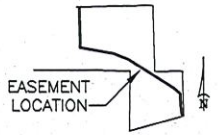
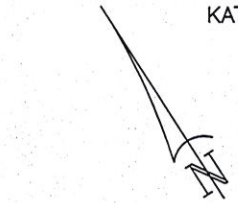
KATHY EPTING (UNDIVIDED ONE-FOURTH INTEREST)
VOLUME 4034, PAGE 21
D.R.G.C.T.



SUBJECT TRACT &
LOCATION OF EASEMENT



SCALE IN FEET

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
-----	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

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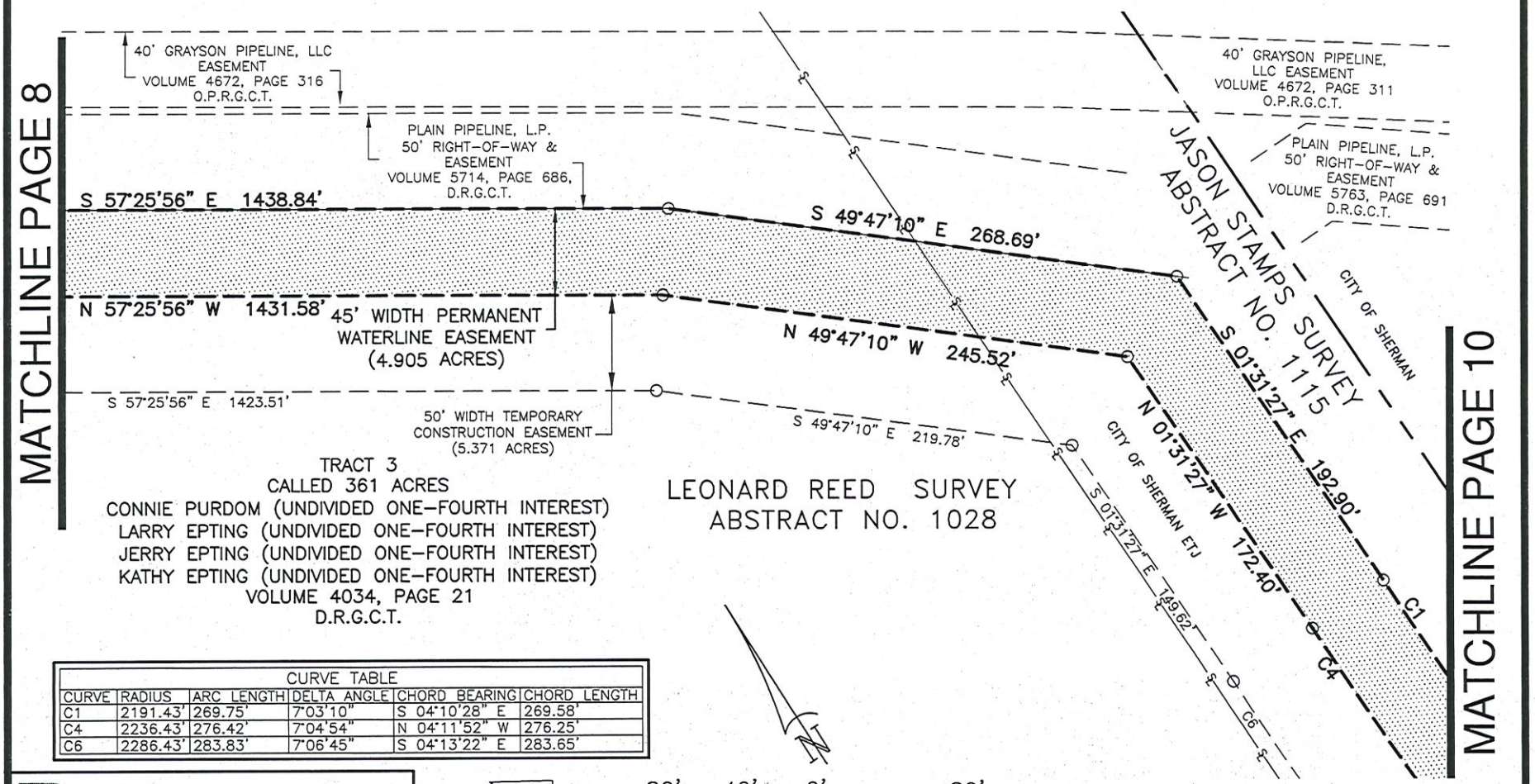

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2191.43'	269.75'	7°03'10"	S 04°10'28" E	269.58'
C4	2236.43'	276.42'	7°04'54"	N 04°11'52" W	276.25'
C6	2286.43'	283.83'	7°06'45"	S 04°13'22" E	283.65'

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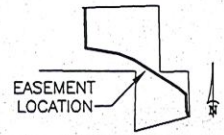

SUBJECT TRACT & LOCATION OF EASEMENT

SCALE IN FEET

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
– – – –	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

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PLAT OF EXHIBIT "A"

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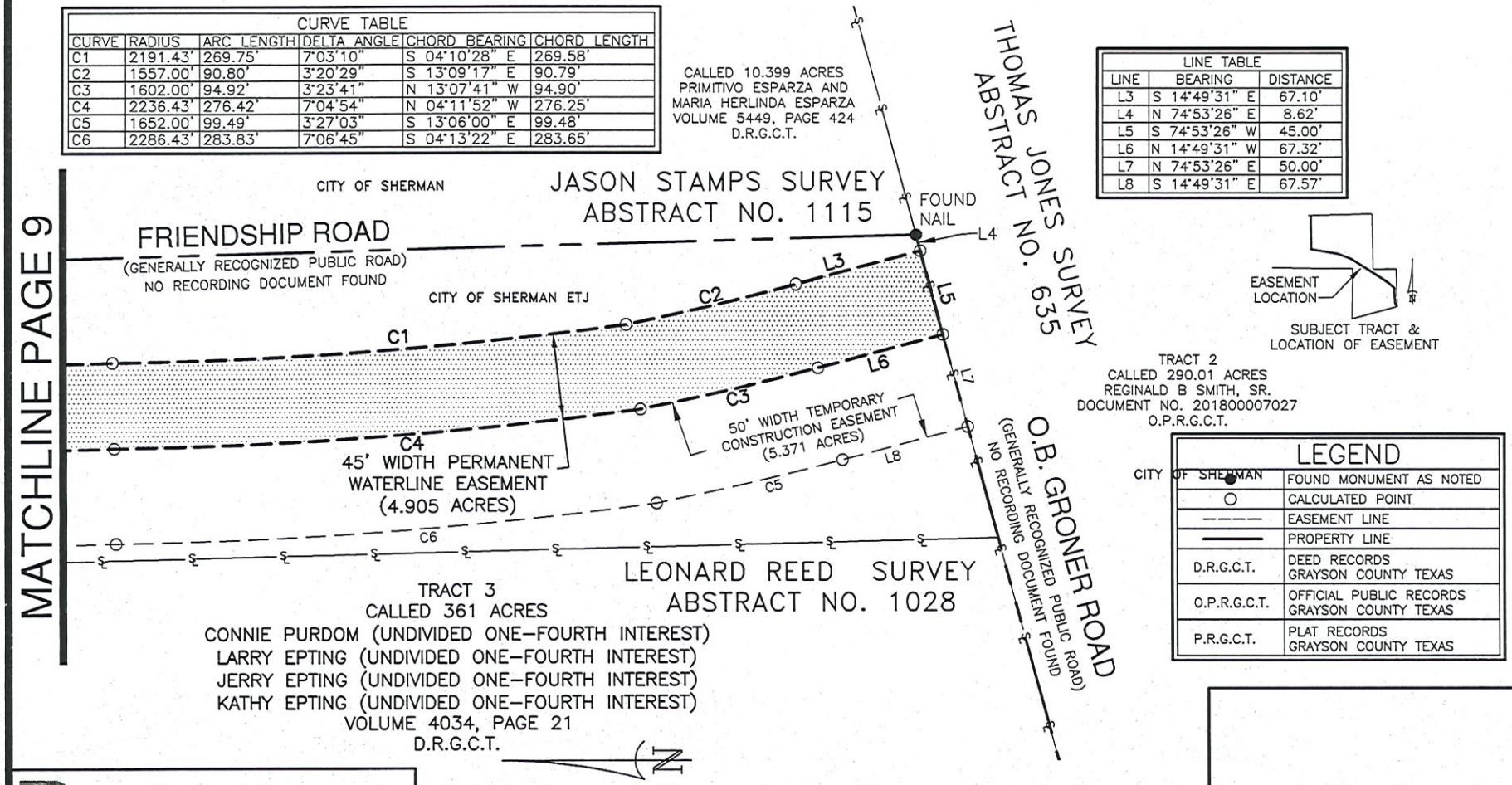
C2	1557.00'	90.80'	3°20'29"	S 13°09'17" E	90.79'
C3	1602.00'	94.92'	3°23'41"	N 13°07'41" W	94.90'
C4	2236.43'	276.42'	7°04'54"	N 04°11'52" W	276.25'
C5	1652.00'	99.49'	3°27'03"	S 13°06'00" E	99.48'
C6	2286.43'	283.83'	7°06'45"	S 04°13'22" E	283.65'

LINE TABLE		
LINE	BEARING	DISTANCE
L3	S 14°49'31" E	67.10'
L4	N 74°53'26" E	8.62'
L5	S 74°53'26" W	45.00'
L6	N 14°49'31" W	67.32'
L7	N 74°53'26" E	50.00'
L8	S 14°49'31" E	67.57'



LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
– – – –	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

80' 40' 0' 80'

SCALE IN FEET

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

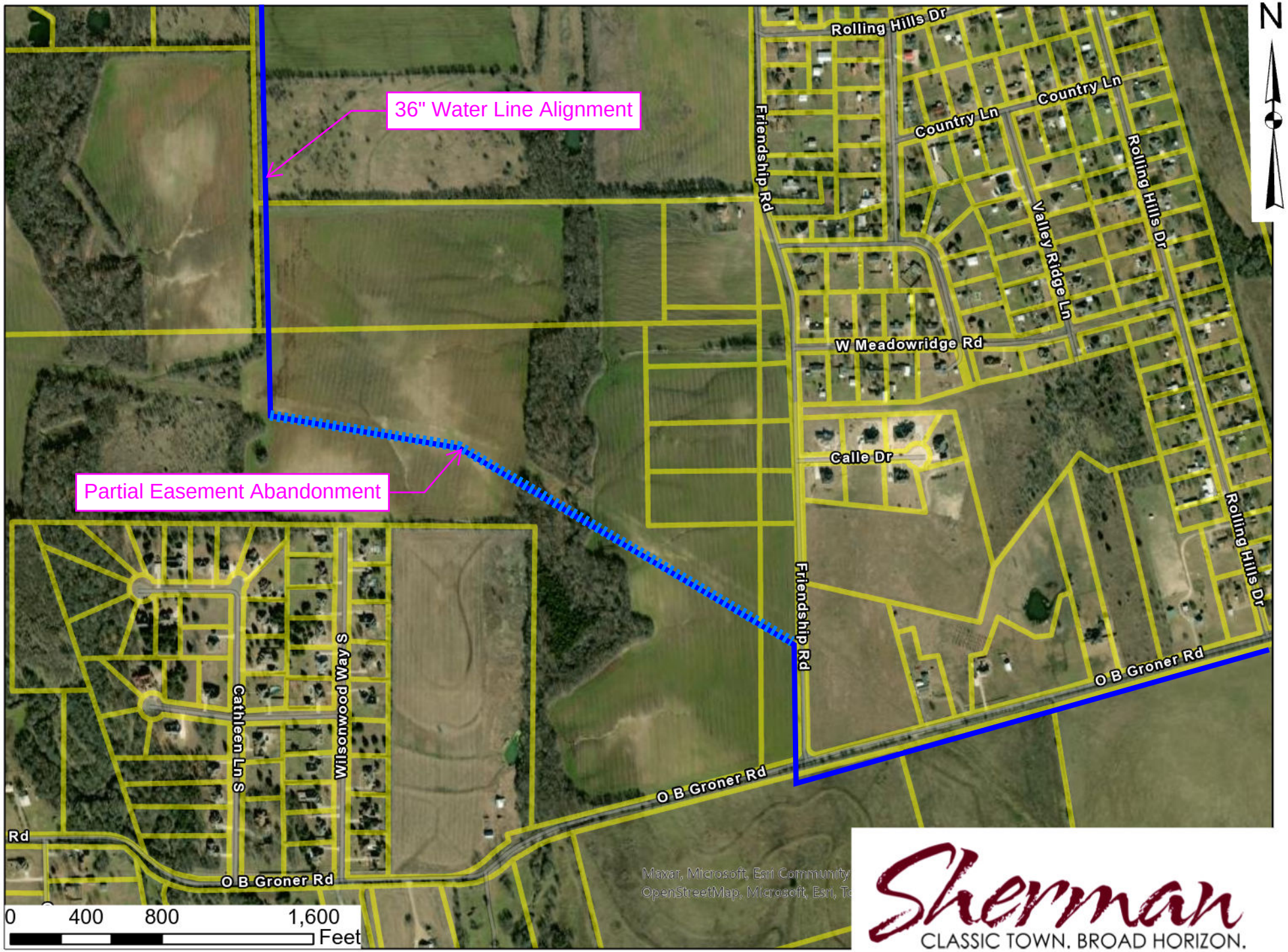
Bowman
© 2022 Bowman Consulting Group, Ltd.
1200 West Magnolia Blvd., Suite 300
Fort Worth, TX 76104
TBPELS #10120600
Phone: (214) 484-8586
www.bowman.com

45' WIDTH PERMANENT WATERLINE EASEMENT

LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 53 PURDOM EPTING_REV1.DWG	
DATE: 2023-07-13	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 10 OF 10

ROBERT A. HANSEN
LSLS & REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6439


36" Water Line Alignment
Partial Easement Abandonment
Rolling Hills Dr
Friendship Rd
Country Ln
Country Ln
Valley Ridge Ln
Rolling Hills Dr
W Meadowridge Rd
Calle Dr
Rolling Hills Dr
Friendship Rd
O B Groner Rd
O B Groner Rd
Cathleen Ln S
Wilsonwood Way S
Rd
O B Groner Rd
N
0 400 800 1,600
Feet
Maxar, Microsoft, Esri Community
OpenStreetMap, Microsoft, Esri, T
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 6/17/2024

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6731, 6732, 6733, 6734, 6735, 6736, 6737, 6738, 6739, 6740, 6741, 6742, 6743, 6744 & 6745.

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6731

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 2.11 acres being a part of the Samuel Blagg Survey, Abstract No. 56 and being Lot 2 in Block 1 of Travelers Inn Addition, City Of Sherman, Grayson County, Texas, Located At 401 South Sam Rayburn Freeway, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Commercial) District Zoning Classification, Haresh Surti (Owner) and Sartin & Associates, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6732

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Hotel Or Motel In A C-1 (Retail Business) District/Sam Rayburn Overlay District., Located At 401 South Sam Rayburn Freeway, Consisting Of 2.11 Acres Being A Part Of The Samuel Blagg Survey, Abstract No. 56 And Being Lot 2 In Block 1 Of Travelers Inn Addition, City Of Sherman, Grayson County, Texas Haresh Surti (Owner) And Sartin & Associates, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6733

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting of 6.68 Acres Being A Part Of The Preston Kitchens Survey, Abstract No. 667, City Of Sherman, Grayson County, Texas, Located In The 2400-2500 Blocks South East Street, Heretofore Zoned R-5 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Three Oaks Development Construction Company (Owner) and Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6734

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 13.627 acres in the W.S. Thurman Survey, Abstract No. 1265 and in A.C. Smith Survey, Abstract No. 1561, City Of Sherman, Grayson County, Texas, Located In The 7000 Block FM 691 and the 4000 Block North Highway 75, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The MF-30 (Multi Family Residential) District Zoning Classification, Christopher

LeUnes (Owner), Nathan McCartney, Waypoint Land and Capital, LLC (Representative) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6735**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 27.101 Acres In The W.S. Thurman Survey, Abstract No. 1265 And In A.C. Smith Survey, Abstract No. 1561, City Of Sherman, Grayson County, Texas, Located In The 7000 Block FM 691 And The 4000 Block North Highway 75, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Christopher LeUnes (Owner), Nathan McCartney, Waypoint Land And Capital, LLC (Representative) And Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6736**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.172 acres being Lots 1, 2, 3, 4, 5 and 6, Block 9 of G.W. Bond's Second Addition, City Of Sherman, Grayson County, Texas, Located In The 516 Block East Pacific Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Allen Sheehan (Owner), Sarah Sheehan (Representative) and Barry Rhodes, RPLS (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6737**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Tattoo Studio in a C-2 (General Commercial) District/Central Business District Overlay, Located At 125 East Wall Street, Consisting Of 0.031 acres being in the J.B. McAnair Survey, Abstract No. 763 and being part of Lot 7 in Block D of the T.J. Shannon Supplement, City Of Sherman, Grayson County, Texas Madelyn Greenwood and Olga Kladova, Bold & Beauty, LLC (Owners), Tommy Juarez (Applicant) and Preston Trail Land Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6738**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.214 acres being a part of the Samuel Blagg Survey, Abstract No. 56 and being the East ½ of Lot 8, Block 7 of the B.H. Moore Heirs Addition, City Of Sherman, Grayson County, Texas, Located At 303 West Steadman Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, NRG Investments, LLC (Owner), Veronica Garcia (Representative) and Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6739**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile, Motorcycle, Boat, or Trailer Sales, New or Used in a C-1 (Retail Business) District, Located At 1309 West Houston Street, being Lot Two (2) of the Replat of the South Ten Feet of Lot Three, and all of Lots Five, Seven, Nine and Eleven, Block Two, Green Mount Addition, City Of Sherman, Grayson County, Texas Blake Andrews (Owner), S & G Auto Sales (Applicant) and Sartin & Associate, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6740

10. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 4.38 acres being Lot 2, Block 1 of the Palabra de Fe de Sherman Addition, City Of Sherman, Grayson County, Texas, Located At 601 North Harrison Avenue, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Palabra de Fe (Owner), Valentin Salinas (Representative) and Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6741

11. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile, Motorcycle, Boat, Or Trailer Sales, New Or Used, In A C-2 (General Commercial) District/Blalock Commercial Overlay District, Located At 3111 South Travis Street, Consisting of 0.47 acres being Lot 1, Block 1 of the Bryan Luckett Addition, City Of Sherman, Grayson County, Texas Bryan Luckett (Owner), Gregory Carson (Applicant) and Andrews & Sartin Surveying Company (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6742

12. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.172 acres being a part of the Samuel Blagg Survey, Abstract No. 56 and being all of the 50 feet by 150 feet tract of land, City Of Sherman, Grayson County, Texas, Located At 514 South Branch Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Salvador Rubel Lopez (Owner), Mario Tobar (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6743

13. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being Lot 3-R Consisting of 0.785 acres being a part of the J.B. McAnair Survey, Abstract No. 763 being all of Lots 3, 4 and 5 and a part of Block 2 of Birge's Addition, City Of Sherman, Grayson County, Texas, Located At 710 West Birge Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-12 (Single Family Residential) District Zoning Classification, Rafael Rodriguez Azevedo (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 14. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6744

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.07 (Signs), Section 14.08.001 (Definitions), Article 14.10 (Use Chart); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To Signs; Prohibiting New Billboard Signs; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

D. 15. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6745

Abandoning a 0.188 acre portion of a 45' Wide Waterline Easement in the City of Sherman, Grayson County, Texas, said Easement being established in Instrument Number 2023-20602 of the Real Property Records of Grayson County, Texas; Authorizing the City Manager to execute a Release and Abandonment of Easement; Finding and Determining that the meeting at which this Ordinance is passed was noticed and is open to the public as required by law.

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.1.

Meeting Date: 6/17/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7319

Authorizing Execution of the First Amended and Restated Second TIRZ #3 Reimbursement and Development Agreement with Aspire Two, LLC for Reimbursement of the Construction of Public Infrastructure and Private Improvements within Sherman Tax Increment Reinvestment Zone, Number Three (#3) in the City of Sherman

Issue:

Authorizing Execution of the First Amended and Restated Second TIRZ #3 Reimbursement and Development Agreement with Aspire Two, LLC for Reimbursement of the construction of Public Infrastructure and Private Improvements within Sherman Tax Increment Reinvestment Zone, Number Three (#3) in the City of Sherman

Background:

At the August 1, 2022 City Council meeting, the council approved a reimbursement and development agreement with Aspire Two, LLC to reimburse the developer for public infrastructure and give an economic incentive based on private investment. The reimbursement is funded by the incremental tax revenue generated by the zone and fund balance of Tax Increment Reinvestment Zone Number Three (#3). The redevelopment is almost complete with the first building of a 274-unit multifamily complex occupied. The original agreement required a certificate of occupancy for the entire site to be issued prior to the payment of the reimbursement. The agreement is being amended to require occupancy only.

Origination:

TIRZ #3 Board
City Manager Robby Hefton

Financial Consideration:

Funded by Tax Increment Reinvestment Zone Number Three (#3) revenue at $400,000.

Staff Recommendation:

Staff recommends approved of the Amended and Restated Agreement.

Alternatives:

As directed by the City Council

Attachments:

1. Resolution No 7319
2. 240612.1st amended and restated second TIRZ #3 (ID 389215)

RESOLUTION NO. 7319

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE FIRST AMENDED AND RESTATED SECOND TIRZ #3 REIMBURSEMENT AND DEVELOPMENT AGREEMENT WITH ASPIRE TWO, LLC FOR THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND PRIVATE IMPROVEMENTS WITHIN SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER THREE (#3) IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute the First Amended and Restated Second TIRZ #3 Reimbursement and Development Agreement with Aspire Two, LLC for the construction of public infrastructure and private improvements within Sherman Tax Increment Reinvestment Zone, Number Three (#3) located generally east of the intersection of U.S. Highway 75 and Pecan Grove Road and expanded to include about 42 acres bordered by North Calais Drive on the east, East Gallagher Drive on the south, and Loy Lake Road on the west in the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

FIRST AMENDED AND RESTATED
SECOND TIRZ#3 REIMBURSEMENT AND DEVELOPMENT AGREEMENT

This First Amended and Restated Second TIRZ#3 Reimbursement and Development Agreement ("Agreement") dated as of June 17, 2024 ("Effective Date") is made by and among the Sherman Tax Increment Financing Reinvestment Zone Number Three ("TIRZ#3"), a tax increment financing reinvestment zone created by the City of Sherman, Texas (the "City") pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), acting by and through its governing body, the TIRZ#3 Board of Directors (the "Board"), the City, and Aspire Two, LLC, a Texas limited liability company and Preston Trail Partners, LLC, a Texas limited liability company (collectively the "Developer" and together with the TIRZ#3, the Board and the City, the "Parties" and each a "Party").

WHEREAS, the Parties entered into that certain Second TIRZ#3 Reimbursement and Development Agreement dated August 1, 2022(the "Original Agreement"), which is incorporated herein by reference for all purposes; and

WHEREAS, the Parties desire to amend and restate the Original Agreement as set forth in this Agreement and to agree as set forth herein; and

WHEREAS, the City by passage of Ordinance No. 5424 ("TIRZ#3 Ordinance") created the Sherman Tax Increment Financing Reinvestment Zone Number Three that encompassed approximately 82.41 acres of land as more fully described in the TIRZ#3 Ordinance (the "Zone"), which Zone was subsequently expanded by Ordinance No. 6317 to include an additional 42.68 acres of land, 14.189 acres of which is presently owned by the Developer and more fully described on the attached Exhibit A (the "Developer Land"); and

WHEREAS, a portion of the Developer Land contained a dilapidated medical facility within which asbestos containing material was present that constituted a social liability to the public health and safety and posed an impediment to the redevelopment of the Developer Land and other lands within the Zone; and

WHEREAS, the Developer has successfully demolished the dilapidated medical facility and remediated the environments hazards associated therewith and received all appropriate "clearance" letters from the applicable governmental authorities regarding the demolition and remediation; and

WHEREAS, Developer represents that it intends to develop and construct, in accordance with applicable City codes and ordinances, approximately 234 multi-family residential dwelling units and related amenities and at least three medical office buildings on the Developer Land, with a total estimated value of at least $30 million; and

WHEREAS, in connection with such development, Developer intends to construct certain public infrastructure necessary to serve such development, including required water, sewer, roadway and other improvements to be dedicated and conveyed to the City upon final acceptance thereof by the City (collectively, "Public Infrastructure"), and the capital costs of the construction

of a multi-family residential dwelling and related amenities including the costs of grading, paving, storm sewer, water utilities, and sanitary sewer (collectively, "Private Improvements"), which the Parties agree qualify as eligible "project costs" as that term is defined under Section 311.002(1) of the Act, as more particularly described in the development plan attached hereto as Exhibit B (the "Development Plan"); and

WHEREAS, the Developer has presented to the Board and City the Development Plan for the benefit of the surrounding community and land within TIRZ#3, including the Developer Land; and

WHEREAS, the City and the Board have determined that it is in the best interest of the City to provide funds to reimburse the Developer for certain costs associated with the Development Plan, so long as such construction is done in accordance with the Development Plan or any approved amendments thereto and further provided that Developer commences work on the Public Infrastructure under the Development Plan within sixty (60) days of the Effective Date of this Agreement and obtains from the City written permission to allow occupancy of at least one building within the Private Improvements under the Development Plan within seven-hundred ninety (790) days of the Effective Date of this Agreement; and

WHEREAS, the City and the Board have amended the Project and Financing Plan for TIRZ#3 to include project costs related to the Development Plan (the "Amended Project and Financing Plan"); and

WHEREAS, the Act provides that the TIRZ#3 and the City may enter into agreements as the Board and City consider necessary or convenient to implement the Project and Financing Plan, as amended, and achieve its purposes; and

WHEREAS, the TIRZ#3 desires to reimburse the Developer for actual costs incurred in implementing the Development Plan pursuant to this Agreement in amounts not to exceed the Maximum Reimbursement Amount as set forth hereinafter.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits herein set forth, the Board, the City and the Developer contract, covenant and agree as follows:

ARTICLE 1.
REPRESENTATIONS

1.1 Representations of TIRZ#3 and City. The TIRZ#3 and the City hereby represent to the Developer that:

A. As of the date of this Agreement, TIRZ#3 and the City are duly authorized, created and existing in good standing under the laws of the State and are duly qualified and authorized to carry on the governmental functions contemplated by this Agreement.

B. As of the date of this Agreement, the Board and the City have the power, authority and legal right to enter into and perform their obligations set forth in this Agreement and the execution, delivery and performance hereof: (i) have been duly authorized; (ii) will not violate any applicable judgment, order, law or regulation; and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any of their assets under any agreement or instrument to which the TIRZ#3 or the City are a party or by which they or their assets, may be bound or affected.

C. The execution, delivery and performance of this Agreement by the Board and the City does not require the consent or approval of any person or entity which has not been obtained.

1.2 Representations of the Developer. The Developer hereby represents to the TIRZ#3 and the City that:

A. Each Developer is a Texas limited liability company duly authorized, created and existing in good standing under the laws of the State of Texas.

B. That each Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement and in the Development Plan, and the execution, delivery and performance hereof: (i) have been duly authorized; (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer; and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer, under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

C. The execution, delivery and performance of this Agreement by each Developer does not require the consent or approval of any person or entity which has not been obtained.

ARTICLE 2.
PROJECT

2.1 Implementation of the Development Plan.

A. The Developer agrees to perform all work set forth in the Development Plan (the "Work") in conformance with the City of Sherman ordinances and all other local, state and federal regulatory requirements, the costs of which qualify as Project Costs as defined in the Act and as specified in the Amended Project and Financing Plan. Inspection of all Work shall be by the City, or its delegated authority, and to the extent appropriate or necessary, by other governmental jurisdictions.

B. All Plans and Specifications for the Work shall be submitted to the City for review and approval by the City and all required permits shall be obtained by the Developer from the City prior to the commencement of the Work. The Work shall comply with all applicable City codes and ordinances.

C. It is understood and agreed that the Developer is acting independently of the City, and the City assumes no responsibilities or liabilities in connection with the means, methods or course of the Work performed by Developer.

ARTICLE 3.
REIMBURSEMENT PAYMENT

3.1 Eligible Project Costs. All Project Costs must be an eligible project cost under the Act and the Amended Project and Financing Plan.

3.2 TIRZ#3 Participation.

A. Pursuant to the Amended Project and Financing Plan, the Board agrees, subject to the conditions contained in this Agreement, to reimburse the Developer for its actual Project Costs; provided, however, that the Board's obligation to reimburse the Project Costs related to the Work under this Agreement shall be limited to $400,000 (the "Maximum Reimbursement Amount"). The Parties agree that no reimbursement is due or payable under this Agreement unless Developer commenced construction of the Public Infrastructure under the Development Plan within sixty (60) days of the Effective Date of this Agreement and obtained from the City written permission to allow occupancy of at least one building within the Private Improvements under the Development Plan within seven-hundred ninety (790) days of the Effective Date of this Agreement.

B. Upon completion of the Work and verification there by the City, the Developer shall submit documentation to the Board concerning the expenditure of funds for the Work qualifying as Project Costs. Such documentation shall be in a form acceptable to the City and shall be certified by the Developer.

C. The Board and City shall reimburse the Developer within 30 days after Developer has obtained from the City written permission to allow occupancy of at least one building within the Private Improvements under the Development Plan, subject to subsection E. below. Disbursements from the TIRZ#3 Fund shall be subject to the reimbursement to the City for administrative costs, as defined in the Act (the "Administrative Costs"), before any funds are available for reimbursement to the Developer for Project Costs.

D. The City shall prepare and submit an annual report in accordance with the Act (the "Report") to the Board and to the Developer detailing: (i) the amount due the Developer for Project Costs due thereon, and (ii) the amount of funds that are available to make such payment from the TIRZ#3 Fund. The Developer shall review the Report and notify the Board in writing no later than 15 days from the receipt of the Report of acceptance of the Report or any deficiency found in the Report. The Board, the City and the Developer shall work cooperatively to mutually resolve any discrepancies or deficiencies in the Report within 30 days of receipt of the Report. During such time, the Developer shall be able to provide evidence demonstrating its compliance with this Agreement. If any discrepancy, deficiency or dispute remains after the expiration of the 30 days, the Parties agree to attend mediation within 90 days in an effort to resolve the dispute.

E. **For reimbursement of Developer's Project Costs, Developer shall have first priority on any funds disbursed from TIRZ #3, net of the Administrative Costs. Under no circumstance shall the City or the Board be obligated to reimburse Developer unless there are sufficient funds, net of the Administrative Costs, in the TIRZ#3 fund to reimburse the Developer for Project Costs.**

ARTICLE 4.
EVENTS OF DEFAULT

4.1 Events of Default. A non-performing Party shall be in "Default" under this Agreement if such Party fails to perform any duty or obligation under this Agreement and such failure is not cured within 30 days after written notice from any other Party specifying the nature and the period of existence thereof and what action, if any, the non-defaulting Parties require or propose to require with respect to curing the default (or if the failure is not reasonably capable of being cured within 30 days, the non-performing Party does not begin to cure within such 30-day period and thereafter continuously and diligently complete a cure at the earliest possible time).

ARTICLE 5.
REMEDIES ON DEFAULT

5.1 Remedies. If a Party is in Default under this Agreement, the other Parties shall have available all remedies at law or in equity (including, but not limited to, injunctive relief and specific performance).

ARTICLE 6.
GENERAL

6.1 Inspections, Audits. The Developer agrees to keep such operating records related to the Work and Project Costs for four (4) years after receiving the first reimbursement from the TIRZ#3 Fund for any Project Costs associated with the Work, or as may be required by the TIRZ#3, the City, or by State and federal law or regulation. The Developer shall allow the City and/or the Board reasonable access to documents and records in the Developer's possession, custody or control that the City and/or the Board deem necessary to assist the City and/or the Board in determining the Developer's compliance with this Agreement

6.2 Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the TIRZ#3, Board, or City shall be personally responsible for any liability arising under or growing out of this Agreement.

6.3 Notices. Any notice required or contemplated by this Agreement shall be in writing and shall be deemed given and received: (1) when delivered (with evidence of delivery) by a nationally recognized delivery service (e.g., FedEx or UPS) to the address shown below whether or not signed for by the individual to whose attention the notice is addressed; or (2) three business days after deposited with the US Postal Service, Certified Mail, Return Receipt Requested, for delivery to the address shown below whether or not signed for by the individual to whose attention the notice is addressed.

Aspire Two, LLC
Preston Trail Partners, LLC
Attn: Ryan Johnson, President
PO Box 670
Sherman, Texas 75091
Phone: (903) 893-8500

City Manager
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090
Phone: (903) 892-7200
Fax: (903) 892-7355

With copy to:
Ryan D. Pittman
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Ste. 300
McKinney, TX 75069
Fax: 214-544-4044

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by facsimile transmission shall be deemed to be given when such transmission is sent, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the addressee.

6.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the TIRZ#3, the Developer, and the City. No course of dealing on the part of any Party, nor any failure or delay by any Party with respect to exercising any right, power or privilege of a Party under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

6.5 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

6.6 Successors and Assigns. All covenants and agreements contained by or on behalf of the TIRZ#3 in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land.

6.7 Exhibits: Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

6.8 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

6.9 Entire Agreement. This written agreement represents the final agreement between the Parties relating to the matters set forth in this agreement and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

6.10 Term. This Agreement shall be in force and effect from the date of execution hereof by the City for a term expiring on the date on which the payments due the Developer have been paid in full.

6.11 Venue for Performance or Litigation. This Agreement is performable only in Grayson County, Texas. Venue for any action affecting this Agreement shall lie in Grayson County.

6.12 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

6.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

6.14 Severability and Legal Construction. If a court of competent jurisdiction finds any provision of this Agreement to be invalid, illegal, or unenforceable as to any person of circumstance, such finding shall not render that provision invalid, illegal or unenforceable as to any other persons or circumstances. It is the intention and agreement of the Parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the Parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same object of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid, or unenforceable provision.)

6.15 Original Agreement. This Agreement amends, restates and replaces the Original Agreement. On the execution of this Agreement by all Parties, the provisions of the Original Agreement shall be void and of no further force or effect, and this Agreement shall supersede the same.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF SHERMAN, TEXAS

By: _____
David Plyler, Chair

ATTEST:

By:_____
Linda Ashby, Secretary

ASPIRE TWO, LLC,
a Texas limited liability company

By: _____
President

PRESTON TRAIL PARTNERS, LLC,
a Texas limited liability company

By: _____
President

CITY OF SHERMAN, TEXAS

By:_____
David Plyler, Mayor

ATTEST:

By:_____
Linda Ashby, City Clerk

[SEAL]

EXHIBIT A
The Developer Land

Situated in the City of Sherman, Grayson County, Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being all of Lot 7, Block One, of Gleckler Plaza Addition, to the City of Sherman, of record in Volume 8, Page 35, of the Plat Records, Grayson County, Texas, and all of Lots 5 & 6, Block One ,of the partial replat of Gleckler Plaza Addition, of record in Volume 8, Page 85, of said Plat Records, also being all that parcel of land described as Tract One in Warranty Deed from Notami Hospitals of Texas, Inc., to Epic Properties, Inc., of record in Volume 2165, Page 808, of the Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a ½" capped steel rod set at the intersection of the north right-of-way line of Gallagher Drive with the west right-of-way line of Calais Drive, being the southeast corner of said Lot 7 and Block One;

Thence North 89°11'3" West with said north right-of-way line, a distance of 507.58 feet to a ½" capped steel rod set at the southeast corner of Lot 8, of said Block One;

Thence North 10°00'54" West with the east line of said Lot 8, a distance of 496.30 feet to a spike nail set in an asphalt drive, said nail being the northeast corner of said Lot 8;

Thence with the north line of said Lot 8 the following calls and distances:

South 40°11'26" West a distance of 96.34 feet to a set ½" capped steel rod;

A curve to the right having a radius of 105.00 feet, a chord bearing of S 62°04'19", and an chord length of 78.26 feet to a set ½" capped steel rod;

South 83°57'13" West a distance of 206.86 feet to a ½" capped steel rod set in the east right-of-way line of Loy Lake Road;

Thence North 07°22'36" West with said east right-of-way line, a distance of 46.01 feet to a ½" capped steel rod set at the southwest corner of that tract of land conveyed to Melissa Dingle Living Trust by deed of record in Volume 3783, Page 89, Official Public Records, Grayson County, Texas;

Thence North 83°57'18" East with the south line of said tract a distance of 208.98 feet to a ½" steel rod found in concrete at an angle point in the south line of Lot 1, of said Block One;

Thence North 40°53'42" East with said south line, a distance of 148.09 feet to a ½" capped steel rod set at the southeast corner of said Lot One, the southwest corner of Lot 3, of said Block One;

Thence North 43°34'12" East with the south line of said Lot 3, a distance of 119.35 feet to a ½" capped steel rod set at an angle point in said south line;

Thence North 62°26'23" East a distance of 278.94 feet to a ½" capped steel rod set at the southeast corner of Lot 4, of said Block One;

Thence North 15°29'12" West with the east line of said Lot 4, a distance of 92.79 feet to a ½" capped steel rod set at the northeast corner of said Lot 4, also being in the north line of said Block One;

Thence North 74°29'48" East with the north line of said Block One, a distance of 146.27 feet to a set ½" capped steel rod;

Thence North 73°51'58" East a distance of 342.61 feet to a ½" capped steel rod set at the northeast corner of Lot 6, of said Block One, said rod being in the west right-of-way line of said Calais Drive;

Thence with said west right-of-way line the following calls and distances:

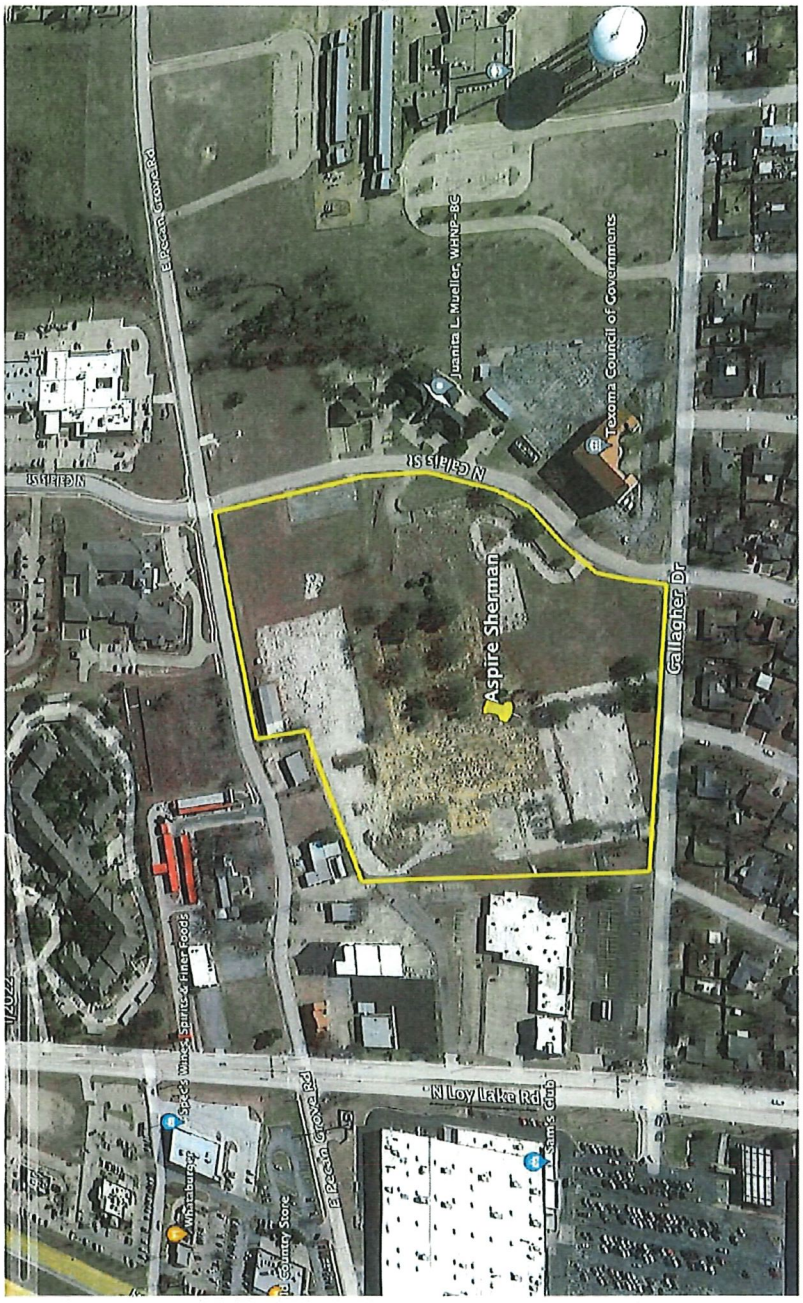
South 12°47'33" East a distance of 283.75 feet to a set ½" capped steel rod;

A curve to the right having a radius of 667.29 feet, a chord bearing of South 05°37'52" West 421.80 feet to a set ½" capped steel rod;

A curve to the right having a radius of 170.00 feet, an arc length of 85.91 feet, a chord bearing South 38°31'58" West 85.00 feet to a set ½" capped steel rod;

A curve to the left having a radius of 280.00 feet, an arc length of 255.14 feet, a chord bears South 26°54'21" West 246.40 feet to the Point-of-Beginning and containing 14.189 acres of land.

EXHIBIT B
Development Plan



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.2.

Meeting Date: 6/17/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7320

Authorizing the Execution of an Economic Development Program Agreement with TEKMAK Sherman Hotel, LP for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for the Construction of a Hotel and Conference Center Located at 2708 North Cornerstone Drive

Issue:

Authorizing the execution of a Chapter 380 Economic Development Program and Agreement with TEKMAK Sherman Hotel, LP and the City of Sherman, Texas for the construction of a hotel and conference center located at 2708 North Cornerstone Drive

Background:

At the September 18, 2023 City Council meeting, TekMak Sherman Hotel, LP requested and received a Specific Use Permit to construct and operate a Hotel at 2708 North Cornerstone Drive.

With this agreement, TekMak Sherman Hotel, LP proposes to construct, develop and operate two upscale select service, Springhill Suites Marriott and TownePlace Suites Marriott or similar nationally recognized hotel approved by the City, containing a minimum of 230 hotel rooms and a combined minimum of 7,500 square feet of conference/meeting space, pre-function and pool/courtyard areas located on the first floor of the hotel, to be primarily used to host conferences and meetings.

This new hotel will constitute a capital investment of at least $20 million by the company, with 30 expected new employment positions.

Origination:

TekMak Sherman Hotel, LP
City Manager's Office

Financial Consideration:

The City will be providing financial assistance and participation in a portion of the costs and expenses for the design and construction of the Property Improvements through a reimbursement of part of the increased local hotel/motel tax proceeds generated from the project. These hotels are expected to generate additional City hotel/motel tax revenue of at least $450,000 annually from increased tax collections. The proposed Agreement splits equally this incremental revenue for an eight-year period, so of the additional $3.6 million in increased hotel/motel tax revenue during this period, $1.8 million would be rebated to the developer, and $1.8 million would be retained by the City.

Staff Recommendation:

Staff recommends approval of this agreement.

Alternatives:
As directed by City Council

Attachments:
1. Resolution No. 7320
2. Chapter 380 Agreement - Marriott

RESOLUTION NO. 7320

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH TEKMAK SHERMAN HOTEL, LP FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CONSTRUCTION OF A HOTEL AND CONFERENCE CENTER LOCATED AT 2708 NORTH CORNERSTONE DRIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from TEKMAK Sherman Hotel, LP and all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Economic Development Program Agreement with TEKMAK Sherman Hotel, LP for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, for the construction and operation of a hotel AND Conference Center located at 2708 North Cornerstone Drive, in the same or substantially same form as the contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT (the "**Agreement**") is entered into by and between the CITY OF SHERMAN, TEXAS, a home rule municipality (the "**City**" or "**Sherman**"), and TEKMAK SHERMAN HOTEL, LP, a Texas limited partnership ("**Company**").

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has found that it is in the best interest of Sherman and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in Sherman pursuant to Chapter 380 of the Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, Company proposes to: (a) purchase and own that certain parcel of land containing 4.821 acres, more or less, situated in the City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "**Land**"); and (b) construct, develop and operate on the Land an upscale select service Springhill Suites Marriott and TownePlace Suites Marriott hotel or similar nationally recognized hotel approved by the City, containing a minimum of 230 hotel rooms and a combined minimum of 7,500 square feet of conference/meeting space, prefunction and pool/courtyard areas located on the first floor of the hotel, to be primarily used to host conferences and meetings, all constructed in accordance with plans and specifications approved by Sherman and complying with applicable ordinances and the concept plan in Exhibit B (the "**Concept Plan**"), attached hereto and incorporated herein for all purposes (collectively, the "**Property Improvements**"), as generally depicted in the Concept Plan, according to plans and specifications complying with this Agreement and applicable ordinances of Sherman and as approved by Sherman; and

WHEREAS, Company represents and warrants that the Property Improvements will constitute a capital investment of at least $20 million by Company, and that when fully operational, the Property Improvements are expected to bring new tourism and new employment to Sherman, with expected new employment totaling 30 Employment Positions, as hereinafter defined, in each such phase (collectively, the "**Project**"); and

WHEREAS, Company has requested financial assistance from Sherman to plan and construct the Property Improvements to assist in the development of the Land, consisting of financial assistance for a portion of the costs required for the design, engineering, construction and installation of the Property Improvements and required by the ordinances and regulations of Sherman, as described in this Agreement; and

WHEREAS, the City Council finds that Company meets the criteria for providing the Grant (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (a) constructing the Property Improvements on the Land in Sherman; (b) adding taxable improvements to real property in Sherman; (c) promoting tourism in Sherman; and (d) creating employment opportunities for the citizens of Sherman; and

WHEREAS, Company agrees that Sherman's obligation to perform or take any action

under this Agreement is strictly contingent on Company's compliance with this Agreement, including completion of the Company Obligations (hereinafter defined) as defined in this Agreement; and

WHEREAS, Sherman is willing to provide Company with financial assistance and to participate in a portion of the costs and expenses incurred and paid by Company for the design and construction of the Property Improvements, as provided herein and subject to the terms and condition hereof, and Company is willing to accept the same subject to all terms and conditions contained in this Agreement; and

WHEREAS, the City Council finds that this Agreement substantially advances legitimate interests of Sherman by promoting economic development, attracting new consumers and tourists to Sherman and generating new tax revenue for Sherman and other jurisdictions in Grayson County, which will help stimulate the overall local economy; and

WHEREAS, the City Council finds that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the promises, covenants, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Sherman and Company agree as follows:

1. **Definitions**.

a. "Affiliate" shall mean any person, directly or indirectly controlling, controlled by, or under common control with Company. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

b. "Capital Investment" means the total capitalized cost invested by Company for the Property Improvements that are the subject of the Grants under this Agreement.

c. "Certificate of Occupancy" means the final certificate of occupancy issued by the City with respect to any Property Improvements allowing for the entrance and operation within such improvements.

d. "Commencement of Construction" means the date that: (1) the plans for the Property Improvements have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (2) all necessary permits for construction of the Property Improvements pursuant to the respective plans therefore have been issued by all applicable governmental authorities to allow, at a minimum, the pouring of building foundations for the Property Improvements; and (3) the pouring of the foundations for the Property Improvements has actually occurred.

e. "Completion of Construction" means a final Certificate of Occupancy has been issued by the City with respect to the Property Improvements.

f. "Delinquent Taxes" means any validly imposed Texas local or state taxes, including but not limited to, ad valorem taxes and Hotel Occupancy Taxes, that Company does not remit by the lawful due date, but does not include any such taxes that are assessed against Company as the result of a tax audit or other similar notice of assessment by any taxing authority unless Company fails to timely appeal such audit or notice of assessment. If Company subsequently loses the appeal of the tax audit or other notice of assessment, or fails to timely appeal the audit or notice of assessment, the taxes assessed pursuant to the audit will be considered "delinquent" the day after the date specified by the final order on appeal as the due date for payment or the day after the due date for a timely appeal if no appeal is taken or filed by Company.

g. "Employment Positions" means non-temporary full time employment positions of Company or a Company Affiliate at the Project, including employees of contractors assigned to the Project as shown on Company's internal management systems. Two (2) or more part-time employees, totaling thirty (30) hours or more per week may be substituted for one (1) full-time employee.

h. "Event of Bankruptcy or Insolvency" means the dissolution or termination of Company's existence as a going business, insolvency, appointment of receiver for any significant part of Company's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and such proceeding is not dismissed within ninety (90) days after the filing thereof.

i. "Hotel Occupancy Tax" means City's receipt of tax imposed by City pursuant to Chapter 351 of the Texas Tax Code, as amended, on a person who, under a lease, concession, permit, right of access, license, contract or agreement pays for the use or possession of a hotel room on the Land.

j. "Land" shall mean the real property described in Exhibit A, attached hereto.

k. "Person" shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

l. "Property Improvements" collectively means all the improvements that Company develops and constructs on the Project after the Effective Date of this Agreement, which include, without limitation, the improvements depicted and described in Exhibit B. The term does not include any tangible personal property.

2. **Subject of this Agreement**. Company shall construct, develop and operate the Project, as further described in the submittals filed with the City in order to obtain such permits as may be required under applicable City ordinances.

3. **Economic Development Grants**. Subject to the terms and conditions of this Agreement, and specifically the satisfaction of the Company Obligations, the City shall participate in a portion of Company's costs related to the Property Improvements pursuant to Chapter 380 by providing to Company economic development grants (each a "**Grant**") to Company as follows:

a. Reimbursement in an amount equal to (1) the Hotel Occupancy Taxes actually collected by the City on the Land, multiplied by (2) the percentage set forth in the chart below for the year to which the Grant relates:

Grant Term Year	Percentage of Taxes Used to Calculate Grant
Year 1 (12 months)	50%
Year 2 (12 months)	50%
Year 3 (12 months)	50%
Year 4 (12 months)	50%
Year 5 (12 months)	50%
Year 6 (12 months)	50%
Year 7 (12 months)	50%
Year 8 (12 months)	50%

Each such Grant shall be paid by the City to Company semiannually on the 15th of January and the 15th of July following receipt by the City of (i) the Hotel Occupancy Tax payments corresponding to such Grant, (ii) Investment Reports (due under Section 4(b) of this Agreement), and (iii) Employment Reports (due under Section 4(c) of this Agreement). The term of this Agreement shall commence on the Effective Date of this Agreement (hereinafter defined) and expire on the earlier of: (A) Company's satisfaction of the Company Obligations and City's provision of the Grant; or (B) the earlier termination of this Agreement (the "**Grant Term**"). In the event Company does not receive or is not eligible for the maximum amount of the Grant provided herein during the Grant Term, City shall have no obligation to pay to Company any portion of the Grant after the Grant Term has expired. City agrees to provide, and Company agrees to accept, the Grant as City's sole financial participation in the costs incurred by Company in connection with its obligations under this Agreement.

4. **Conditions to Qualify for Grants**. Each of the following conditions must be satisfied by Company for the entire Grant Term in order to qualify for the Grants, and Company shall provide to City documentation satisfactory to City that the Company has satisfied each of the conditions set forth in this Agreement, including, but not limited to, the following (collectively, the "**Company Obligations**"):

a. Acquisition of fee simple title in and to the Land on or before ninety (90) days of the Effective Date of this Agreement;

b. The Capital Investment in the Property Improvements meeting or exceeding the aggregate amount of $20 million as of January 1, 2026, as evidence by reports

certifying Company's compliance with the minimum Capital Investment set forth herein (the "**Investment Reports**"). The Investment Reports shall be prepared and maintained in accordance with generally accepted accounting principles and shall include information on the extent and the amount of Company's investments in the Property Improvements. Company agrees to submit the Investment Reports no later than thirty (30) days after January 1, 2026 and on or before January 31 of each successive calendar year during the Grant Term. The City shall have the right to inspect Company's books and records relating to the construction and maintenance of the Property Improvements;

c. The continuous employment and retention of no fewer than 30 Employment Positions at the Project beginning on the Effective Date and throughout the Grant Term. Within thirty (30) days after January 1, 2026 and then as part of its Certification of Compliance each successive year thereafter during the Grant Term, Company shall provide the City with reports certifying Company's compliance with the above commitment to Employment Positions and shall include information on the number of Employment Positions created or filled at the Project (the "**Employment Reports**"). The City shall have the right to inspect Company's payroll and other employment records, including Company's management system assigned to the Project, relating to the Employment Positions on the Project;

d. Company's continuous compliance with all terms, conditions, covenants and obligations of this Agreement;

e. City and the Company agreeing on a final site plan and plat for the Property Improvements;

f. Commencement of Construction of the Property Improvements on or before July 1, 2025;

g. Completion of Construction of the Property Improvements by obtaining a permanent Certificate of Occupancy for the Property Improvements on or before December 31, 2026, and continuous operation and maintenance of the Property Improvements as an upscale select service Springhill Suites Marriott and TownePlace Suites Marriott hotel or similar nationally recognized hotel approved by the City, containing a minimum of 230 hotel rooms and a combined minimum of 7,500 square feet of conference/meeting space, prefunction and pool/courtyard areas located on the first floor of the hotel, to be primarily used to host conferences and meetings;

h. Company's providing the City with at least five (5) days each calendar year in which the City may use or permit the use of the conference center facilities at no additional cost to the City. Any tables, chairs or other equipment owned or controlled by Company at the Project and not utilized by other customers or guests shall be made available to the City at no additional cost to the City. City will be responsible for any other costs. The City shall provide at least thirty (30) days' notice before use of the conference center facilities. Company is under no

obligation to provide the conference center facilities on a date requested by the City if an event has already been scheduled for the date requested by the City;

i. Company's providing the City with at least twenty (20) room nights each calendar year in which the City may use or permit the use of hotel rooms at no additional cost to the City. A room night shall be the use of one room per night so that if the City used, or permitted the use of, all 20 rooms in one night, this would constitute the 20 room nights required under this subsection. On an annual basis during the Grant Term, Company shall provide to the City by January 31 of each year, proposed "blackout dates" on which the City cannot use, or permit the use of, hotel rooms under this subsection; provided, however, the "blackout dates" shall be subject to the mutual agreement of the City and Company;

j. At the time of payment of any portion of the Grants, Company must not be liable for Delinquent Taxes; and

k. The City, its agents and employees having access to inspect the Property Improvements at reasonable times and with reasonable notice to Company to ensure that the operation of the Property Improvements is in accordance with this Agreement and all applicable state and local laws, codes, and regulations. After completion of construction of any of the Property Improvements, the City, its agents and employees shall have the continuing right to inspect the Property Improvements to ensure that the Property Improvements are thereafter maintained and operated in accordance with this Agreement during the Grant Term.

If, after all the Company Obligations have been initially satisfied, any of the Company Obligations are thereafter not satisfied during any calendar year for which a Grant is calculated or due, the City will be relieved of its obligation to pay the portions of the Grants related to such calendar year. Furthermore, in the event the City provides any portion of a Grant to Company for a particular period based upon a statement or information provided by Company to the City that is incorrect and which, if corrected, would have resulted in Company not being entitled to the portion of such Grant related to the applicable period for which the statement or information was provided, then Company will refund to the City the portion of such Grant which Company received based upon such statement or information within thirty (30) days after receipt of written demand by the City. If Company fails to refund such portion of the Grant as provided above, the City will be relieved of its obligation to pay Grants for the period of time that such refund remains unpaid and shall have the right to bring an action against Company for the payment of such refund.

5. **The Company Representations**. The Company makes the following continuing representations and warranties to City, and agrees to timely and fully perform the following additional obligations and duties (each an additional "**Company Obligation**"):

a. Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."

b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.

c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.

d. Company shall remain current and in good standing with all sales taxes, Hotel Occupancy Taxes, ad valorem taxes, fees and other recurring charges of City, the State of Texas and Grayson County taxing jurisdictions throughout the Grant Term.

e. In accordance with Chapter 2264 of the Texas Government Code, Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Company Improvements or on the Land who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to City an amount equal to all economic incentives tendered or provided to the Company under this Agreement and any other funds received by the Company from City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

f. Pursuant to Section 2270.002 of the Texas Government Code, Company hereby represents that neither Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Company "boycotts Israel", and subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001 of the Texas Government Code.

g. Pursuant to Subchapter F, Chapter 2252 of the Texas Government Code, Company certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization.

h. Pursuant to Chapter 2274 of the Texas Government Code, Company verifies that (i) it does not boycott energy companies and will not boycott energy companies during the Grant Term and (ii) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Grant Term.

i. Company acknowledges and agrees on behalf of itself and its successor and assigns and all current and future tenants and other occupants of the Land that the Grant

shall constitute the sole economic incentive offered by City in connection with the development or use of the Land.

The Company's representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall remain true and correct at all times during the Grant Term with the same effect as if made on and as of such later date.

6. **Default**.

a. Each of the following will constitute an "Event of Default" under this Agreement:

(i) the City's failure to process any portion of the Grants owing to Company in accordance with this Agreement;

(ii) Company's failure to satisfy any of the Company Obligations;

(iii) Company's failure to pay any Delinquent Taxes owed to the City or any other taxing authority;

(iv) Company's suffering an Event of Bankruptcy or Insolvency;

(v) a breach of any representation or covenant made in this Agreement by Company; or

(vi) an attempted assignment of this Agreement by Company in violation of the terms set forth in Section 7 hereof.

b. Upon the occurrence and during the continuance of an Event of Default by Company, the City shall have all remedies available to it at law or in equity, including without limitation, termination of this Agreement.

c. Upon the occurrence and during the continuance of an Event of Default by Company following City's failure to cure the Event of Default within thirty (30) days after City receives written notice of such Event of Default from Company, then Company may seek specific performance of this Agreement as Company's sole and exclusive remedy.

7. **Assignment**. Except as may otherwise be provided under this Section 7, this Agreement may not be assigned without the City's prior written consent. Any purported assignment in violation of this Agreement is void. Notwithstanding the foregoing, so long as no Company Event of Default under this Agreement exists, Company may, without the prior written consent of the City, (a) assign its rights and obligations under this Agreement to an Affiliate of Company, so long as such Affiliate continues to be wholly-owned, directly or indirectly, by Company or one of its constituent parties and Company notifies the City in advance of such assignment and provides evidence reasonably satisfactory to the City that such assignee is an Affiliate, or (b) make a collateral assignment of the Agreement solely for the benefit of a creditor providing financing for the Property Improvements. In the event the City consents to an assignment of this Agreement by Company, no further

assignment shall be made without the express consent in writing of the City, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. Except as otherwise set forth herein, an assignment by Company of its interest in this Agreement shall not relieve Company from its obligations under this Agreement unless approved by the City.

8. **Indemnification**.

a. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE CITY IN THIS AGREEMENT, COMPANY SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "**CITY'S INDEMNIFIED PARTY**") FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) CONSTRUCTION, OPERATION OR USE OF THE LAND, PROJECT OR PROPERTY IMPROVEMENTS OR COMPANY'S PERFORMANCE OF THE COMPANY OBLIGATIONS.

b. The City's Indemnified Party shall promptly notify Company of any indemnified Losses or Claim for indemnified Losses in respect of which the City's Indemnified Party may be entitled to indemnification under this Section 8. Such notice shall be given as soon as reasonably practicable after the City's Indemnified Party becomes aware of the loss or claim for losses.

c. In the event any action or proceeding shall be brought against the City's Indemnified Party by reason of any matter for which the City's Indemnified Party is indemnified hereunder, Company shall, upon notice from the City's Indemnified Party or its authorized agents or representatives, at Company's sole cost and expense, resist and defend the same with legal counsel selected by City. Company's obligation to defend shall apply regardless of whether the City's Indemnified Party is solely or concurrently negligent. Nothing herein shall be deemed to prevent the City's Indemnified Party at its election and at its own expense from participating in the defense of any litigation with their own counsel. If Company fails to retain defense counsel within seven (7) business days after receipt of City's Indemnified Party written notice that the City's Indemnified Party is invoking its right to indemnification under this Agreement, the City's Indemnified Party shall have the right to retain defense counsel on their own behalf, and Company shall be liable for all usual and customary defense costs incurred by the City's Indemnified Party.

9. **Miscellaneous**.

a. All construction will be in accordance with applicable rules, regulations, and ordinances of the City, subject to any variances granted in writing by the City.

b. It is acknowledged and agreed by the parties that the terms hereof are not intended to and will not be deemed to create a partnership or joint venture among the parties. It is further understood and agreed by the parties that Company and the City, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibility or liability to third parties in connection with these actions.

c. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and may not be modified or terminated except in accordance with the provisions hereof or by the mutual written agreement of the parties hereto.

d. This Agreement will be construed in accordance with the laws of the State of Texas and will be performable in Grayson County, Texas.

e. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

f. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others (i) that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, (ii) that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement, and (iii) that each individual affixing his or her signature hereto is authorized to do so and such authorization is valid and effective on the date hereof.

g. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

h. Any notice and/or statement required and permitted to be delivered will be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

<u>If to the City</u>:	City of Sherman, Texas 220 W. Mulberry Street Sherman, Texas 75090 Attn: City Manager
<u>With required copy to</u>:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attn: Ryan D. Pittman

If to Company: TEKMAK Development Company
3021 Ridge Road A-120
Rockwall, Texas 75032

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

i. This Agreement may be executed in any number of identical counterparts, each of which will be deemed an original for all purposes.

j. In case any one or more of the provisions contained in this Agreement will for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement or any part hereof invalid or illegal, the parties agree to terminate (or if feasible, modify) this Agreement and to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible.

k. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

l. Time is of the essence in this Agreement.

m. The recitals to this Agreement are incorporated herein for all purposes. The following exhibits are attached to this Agreement and incorporated by reference herein for all purposes:

Exhibit "A" — Land

Exhibit "B" — Concept Plan

n. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

o. Nothing in this Agreement will be implied to vest any rights in the parties. In addition, nothing contained in this Agreement will constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THE COMPANY WAIVES ANY CLAIM THAT THIS AGREEMENT ESTABLISHES VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

p. It is expressly understood that this Agreement will be binding upon and benefit the parties hereto only upon execution by both parties.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By:_____
Robby Hefton, City Manager
Date: _____

ATTEST:

By:_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

By:_____
Ryan D. Pittman, City Attorney

TEKMAK SHERMAN HOTEL, LP,
a Texas limited partnership

By: SHERMAN TRADITION, LLC,
its General Partner

By:_____
Jordan Kirkland Decker
Managing Member
Date: _____

Exhibit A
Legal Description of the Land

WHEREAS Heritage Development Partners, LLC are the owners of a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas and being a portion of that 44.83 acre tract of land conveyed to Heritage Development Partners, LLC by Special Warranty Deed recorded in Volume 5676, Page 216 and Volume 5676, Page 224 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner in the north right-of-way line of West Travis Street (a variable width right-of-way) at the southwest corner of Lot 1, Block 1, Sherman Crossroads Medical No. 3, an addition to the City of Sherman according to the plat recorded in Document No. 2021-260, Plat Records, Grayson County, Texas;

THENCE with said north right-of-way line of West Travis Street, the following courses and distances:

S 74°35'12" W, a distance of 60.85 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the beginning of a tangent curve to the right;

In a northwesterly direction, with said curve to the right, having a central angle of 43°43'11", a radius of 467.00 feet, a chord that bears N 83°33'13" W, a distance of 347.76 feet and an arc distance of 356.35 feet to a mag nail with steel washer stamped "VOTEX SURVEYING" set for corner in the west line of said Heritage Development Partners tract at the southeast corner of a tract of land conveyed as Tract Three to Sherman 301-A, LLC and Sherman 301-B, LLC tract by deed recorded in Document No. 2021-22359, Official Records, Grayson County, Texas;

THENCE N 14°32'05" W, departing said north right-of-way line of W. Travis Street and along the common line of said Sherman 301-A, LLC et al tract and said Heritage Development Partners tract, a distance of 648.76 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner;

THENCE departing said common line, over and across said Heritage Development Partners tract, the following courses and distances:

S 54°20'24" E, a distance of 126.26 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the beginning of a non-tangent curve to the left;

In a southeasterly direction, with said curve to the left, having a central angle of 51°04'21", a radius of 300.00 feet, a chord that bears S 79°52'36" E, a distance of 258.65 feet and an arc distance of 267.42 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the end of said curve;

N 74°35'12" E, a distance of 82.17 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the northwest terminus of Medical Drive (a 60-foot wide right-of-way) as dedicated by the plat of Sherman Crossroads Medical No. 2 recorded in Document No. 2018-5, Plat Records, Grayson County, Texas;

THENCE S 15°24'48" E, along the southwest line of said Sherman Crossroads Medical No. 2,
at a distance of 75.00 feet passing the southeast terminus of said Medical Drive and the southernmost northwest corner of Lot 1, Block 1 of said Sherman Crossroads Medical No. 2, and continuing for a total distance of 108.87 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner;

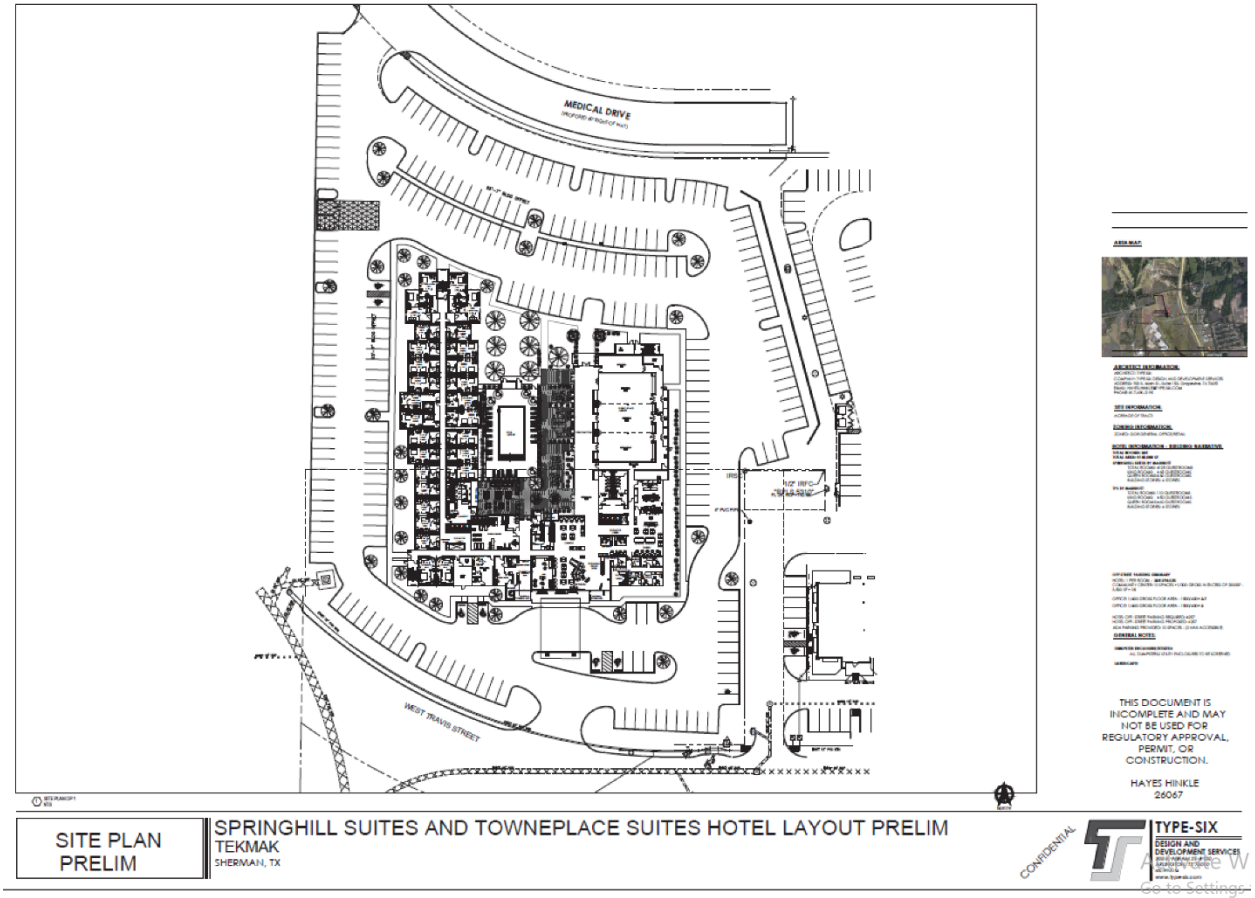
THENCE S 30°24'20" E, with the southwest line of said Lot 1, Block 1, Sherman Crossroads Medical No. 2, a distance of 185.29 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner;

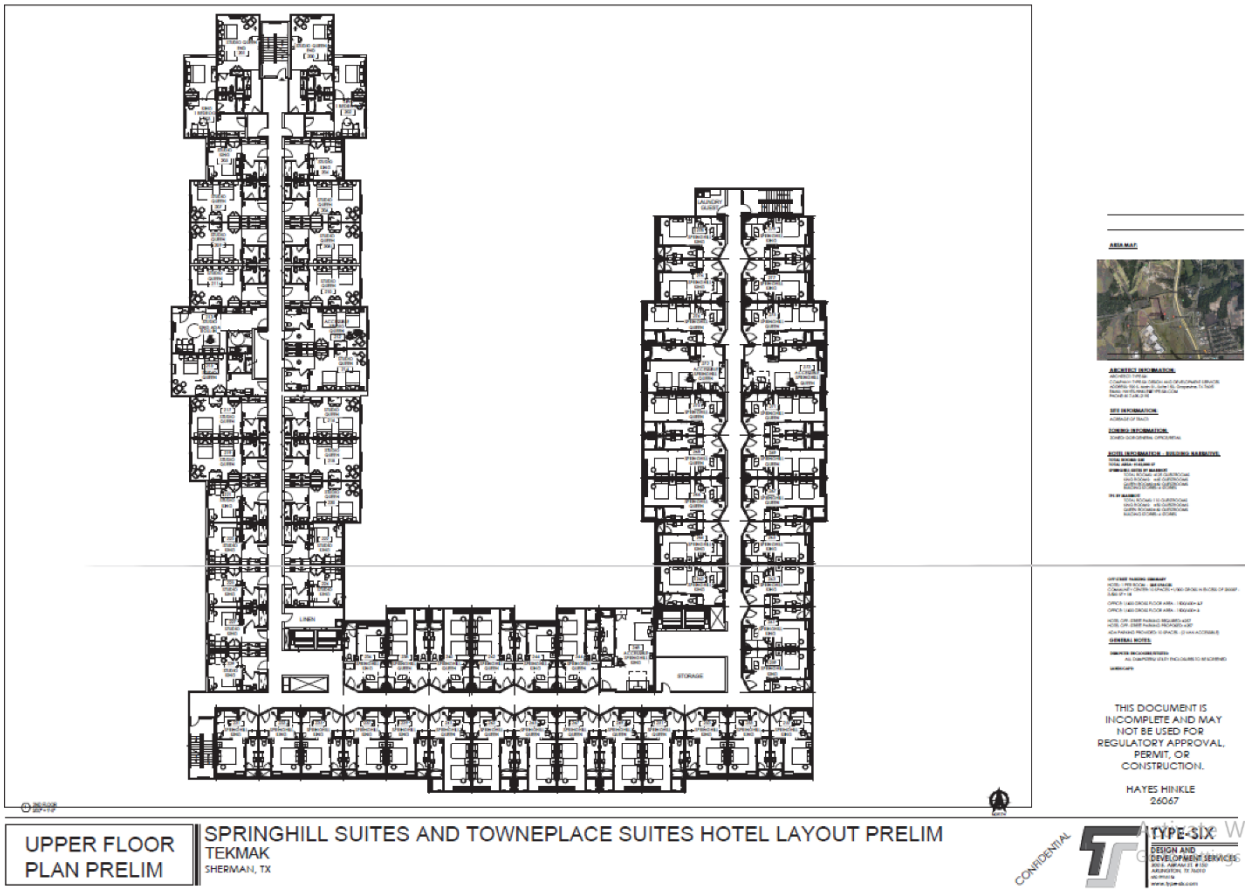
THENCE S 15°24'48" E, continuing with the southwest line of said Lot 1, Block 1, Sherman Crossroads Medical No. 2, a distance of 43.25 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for the northernmost northwest corner of said Lot 1, Block 1, Sherman Crossroads Medical No. 3; from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" bears N 20°11'16" W, a distance of 0.82 feet;

THENCE S 74°35'07" W, with the north line of said Lot 1, Block 1, Sherman Crossroads Medical No. 3, a distance of 69.16 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the westernmost northwest corner of said Sherman Crossroads Medical No. 3;

THENCE S 15°24'53" E, a distance of 237.34 feet to the **POINT OF BEGINNING** and containing 237,901 square feet or 5.461 acres of land, more or less.

Exhibit B
Concept Plan




THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.
HAYES HINKLE
26067
UPPER FLOOR PLAN PRELIM
SPRINGHILL SUITES AND TOWNEPLACE SUITES HOTEL LAYOUT PRELIM
TEKMAK
SHERMAN, TX
CONFIDENTIAL
TYPE-SIX
DESIGN AND DEVELOPMENT SERVICES

SPRINGHILL SUITES
BY MARRIOTT
TOWNEPLACE SUITES
SPRINGHILL SUITES & TOWNPLACE SUITES
DUAL BRAND HOTEL
BY MARRIOTT
TEKMAK DEVELOPMENT
TYPE SIX

SPRINGHILL SUITES & TOWNPLACE SUITES
DUAL BRAND HOTEL
BY MARRIOTT

TOWNPLACE SUITES
BY MARRIOTT
SPRINGHILL SUITES
SPRINGHILL SUITES & TOWNPLACE SUITES
DUAL BRAND HOTEL
BY MARRIOTT

TOWNPLACE SUITES
BY MARRIOTT
SPRINGHILL SUITES
BY MARRIOTT
SPRINGHILL SUITES & TOWNPLACE SUITES
DUAL BRAND HOTEL
BY MARRIOTT
TEK MARK
DEVELOPMENT
TYPE SIX

TYPE SIX

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.3.

Meeting Date: 6/17/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7321***

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Design of the Sherman Crossroads Aston Drive Paving, Drainage and Utility Improvements

Issue:

To consider a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Design of the Sherman Crossroads Aston Drive Paving, Drainage and Utility Improvements project.

Background:

The existing Crossroads commercial development is nearly built-out between US 75 and Crossroads Boulevard. The construction of Aston Drive from US 75, across Crossroads Boulevard to FM 1417 where the current driveway entrance is for the former J&J Plant, will help incentivize further commercial development west of Crossroads Boulevard.

The landowner will design and construction Aston Drive from US 75 to Crossroads Boulevard. This agreement will provide engineered construction drawings for 2,200 linear feet of Aston Drive, a 37-foot wide roadway, from Crossroads Boulevard to FM 1417, along with a 12-inch water line and drainage improvements including the modification and partial relocation of the existing wet detention pond that the City will construct and receive reimbursement from the TIRZ.

Kimley-Horn Asssociates, Inc. is highly qualified to perform the scope of services in this contract.

Origination:

Engineering Department

Financial Consideration:

Funding needed for this contract is $686,000.00

Staff Recommendation:

It is recommended that this professional services agreement with Kimley-Horn and Associates, Inc. be approved.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7321
2. Agreement - Unsigned
3. Location Map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF THE SHERMAN CROSSROADS ASTON DRIVE PAVING, DRAINAGE AND UTILITY IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Design of the Sherman Crossroads Aston Drive Paving, Drainage and Utility Improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

KIMLEY-HORN AND ASSOCIATES, INC.

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2024:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Kimley-Horn and Associates, Inc.**
200 N. Travis Street, Suite 500
Sherman, Texas 75090
Telephone: (469) 353-6061

for the following Project: **Sherman Crossroads Aston Drive Paving, Drainage and Utility Improvements**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Sherman Crossroads Aston Drive Paving, Drainage and Utility Improvements Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("Amendment").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **Three Hundred Eighteen Thousand Dollars ($318,000.00)**; and (b) for Special Services, in an amount not to exceed **Three Hundred Sixty-Eight Thousand Dollars ($368,000.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to

declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant will be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of

all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to this Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
Analyst	$160 - $245
Professional	$230 - $295
Senior Professional I	$255 - $350
Senior Professional II	$335 - $370
Senior Technical Support	$155 - $280
Support Staff	$110 - $145
Technical Support	$125 - $150

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of $11,000,000 due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge

to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and

incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this

Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee

at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10
INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR

CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE

CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses

of the parties shall be as follows:

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Michael J. Carlisle, P.E.
Associate
Kimley-Horn and Associates, Inc.
200 N Travis Street, Suite 500
Sherman, Texas, 75090
Telephone: 469-353-6061
Email: Michael.Carlisle@Kimley-Horn.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.

12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or

principle that the language herein is to be construed against any party shall not apply.

12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment

of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Robby Hefton, City Manager

CONSULTANT:

Kimley-Horn and Associates, Inc.
a North Carolina Corporation

By: _____
L. Nathan Ante, P.E.
Senior Vice President

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF_____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _**L. NATHAN ANTE**_, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **KIMLEY-HORN AND ASSOCIATES, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____2024.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

I. PROJECT DESCRIPTION

A. The City plans to build a +/- 2,200 LF of a 2 lane undivided 37’ wide back-of-curb to back-of-curb roadway, 60' right-of-way (ROW), commercial collector roadway (Aston Drive) with associated utilities to support the development of an expansion to an existing shopping center ("Sherman Crossroads") located on the northwest corner of FM 1417 and Crossroads Boulevard, in Sherman, Texas ("The City").

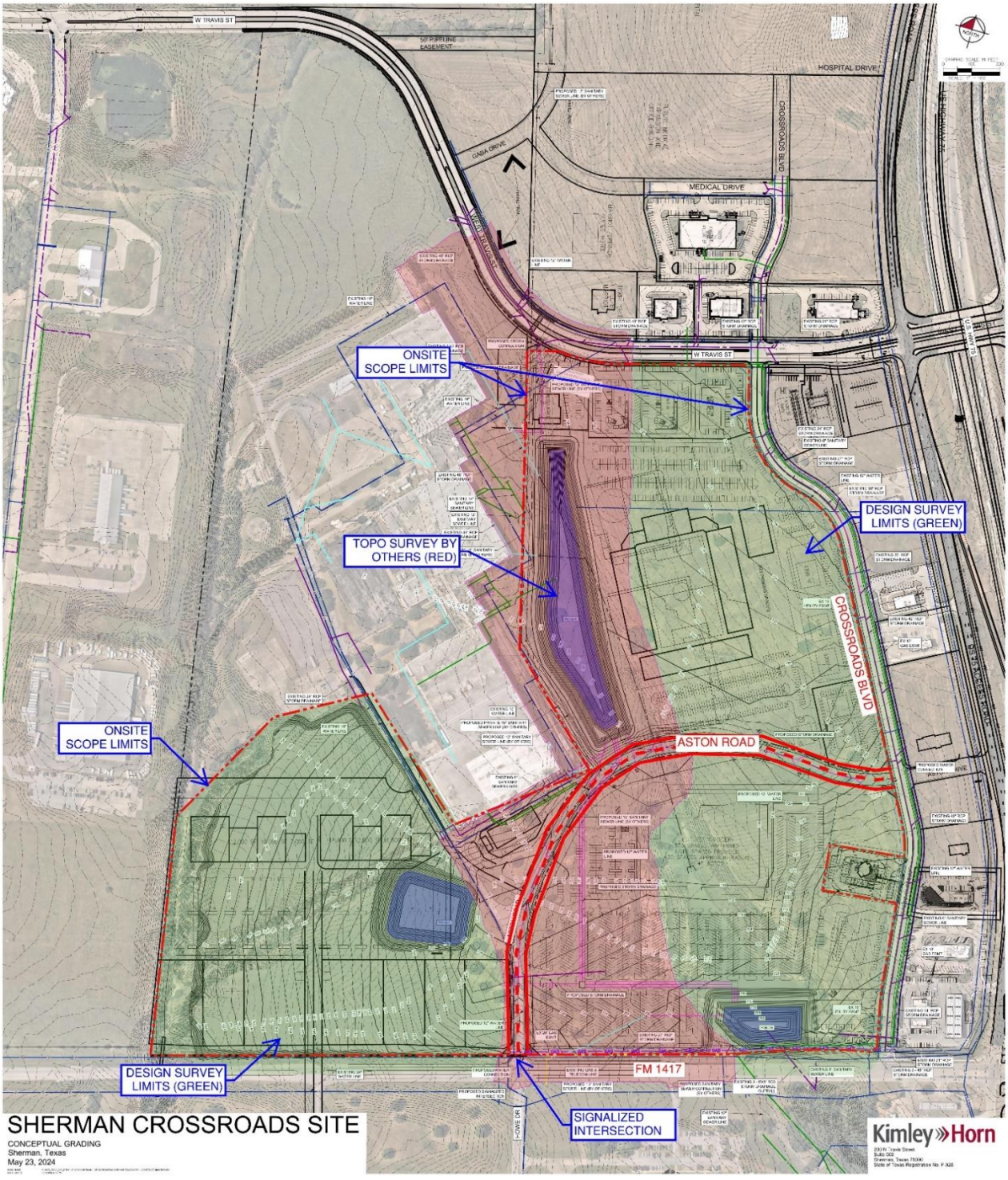
B. The design of these improvements includes roadway, drainage, +/- 2,200 LF of 12” water line. Intersection improvements at FM 1417 and US Hwy 75 frontage roads consisting of one proposed deceleration lane is anticipated, pending traffic impact analysis confirmation.

C. The City also plans to mass grade +/- 98 acres to relocate an existing wet detention pond and reclaim the floodplain that currently exists on the site to create more developable area through a series of interconnected detention/retention ponds. The site is currently encumbered by FEMA floodplain zone A and zone AE as defined in FEMA Map No 48181C0405G. The limits of mass grading are hatched in green in the Subject Site portion of this Agreement with Aston Drive shown in red. There's an existing building ("Johnson & Johnson Building") shown in orange in the subject site portion of this agreement which is intended to remain. The City is working with the Developer and land owner, Harkinson Development ("The Developer") who has engaged GSO Architects for master planning efforts of the proposed development. The Developer has also engaged IES for environmental and jurisdictional water permitting. The limits of mass grading are shaded in red in the Subject Site portion of this Agreement with Aston Drive shown in orange.

D. In addition to design services, the Project includes bid phase services, construction phase services, additional survey along Aston Drive, preliminary and final plat to convey the proposed ROW, SUE level “A” as needed, geotechnical services, and preparation of record documents.

EXHIBIT A
SCOPE OF SERVICES

Site Exhibit



II. GENERAL REQUIREMENTS

A. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.

B. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.

C. Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

D. The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.

E. Communications and Reporting:

i Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
ii Attend review meeting with the City at the end of each design phase.
iii Prepare and submit monthly invoices in the format acceptable to the City.
iv Prepare and submit monthly progress reports.
v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
vi Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
vii With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

viii Attend additional project coordination meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase

a. Preliminary Overall Detention Plan: The consultant will prepare an overall detention analysis for the future development in conjunction with a mass grading plan and floodplain analysis. The consultant will meet with the city and The Developer to review the results. The deliverable for this preliminary design phase task is an exhibit showing roadway and mass grading grades and proposed detention/retention pond locations with preliminary storm drainage sizes. Digital files of the preliminary results of the floodplain analysis will be made available for the city's review.

b. Prepare preliminary engineering review drawings: Preliminary engineering plans (1"=20' scale or 1"=40' scale, 22"x34" sheets) to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. If necessary, report in sufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the City. Include preliminary layouts, a right-of-way map, sketches, and cost estimates for the Project and set forth clearly the Consultant's recommendations for any alternate designs. The preliminary engineering review drawings will consist of the following sheets:
   i. Cover Sheet
   ii. Sheet Index
   iii. General Notes
   iv. Project Control (1"=100')
   v. Overall Mass Grading Plan
   vi. Aston Drive Typical Section
   vii. Aston Drive Paving Plan and Profile
   viii. Drainage Area Map (Existing and Proposed)
   ix. Detention Pond(s) Plan
   x. Storm Drain Plan
   xi. Water Line Plan
   xii. Sanitary Sewer Relocation Plan
   xiii. Standard Details
   xiv. TxDOT Details (where applicable)
   xv. Updated OPCC

c. To expedite the design process, the preliminary engineering review drawings, including water, sanitary sewer, and storm drains will be shown on the plans based on a desktop deed sketch and readily available Lidar information and

locations of existing facilities from existing "Record Drawings" provided by the City of Sherman, record drawing provided by franchise utilities, in-field and aerial observations.

d. Depending on comments received from the City's and Developer's review and field investigations, another set of preliminary phase construction drawings and/or coordination exhibits may be required.

e. Upon completion of the Preliminary Design Phase, the Engineer will advise the City of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys, Level B or A SUE, or special testing which, in the opinion of the Consultant, may be required for the proper execution of the project, and assist the City in arranging for the conduct of such investigations and tests.

f. The Consultant will consult with the City, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs.

B. Intermediate Design Plans (60%)

a. Prepare intermediate engineering review drawings based on field survey data and includes addressing all comments from the preliminary engineering review, including detailed construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. Driveway profiles will be required for paving-related projects. A general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s) will be required for all projects. Drainage-related projects will require all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.

b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, 22"x34" sheets), and applicable City standard details.

c. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

C. Final Design/Construction Plans (90%, 100%)

a. Prepare final engineering review drawings that address all comments from the

intermediate review.

Final drawings to include the following sheets (22”x34” sheets at 1”=40’ or 1’=20’):

i. Cover Sheet
ii. Sheet Index
iii. General Notes
iv. Project Control (1”=100’)
v. Site Demolition Plan (1”=100', 1”=40’, or 1”=20’)
vi. TxDOT Demolition Plan
vii. Overall Mass Grading Plan
viii. Aston Drive Typical Sections
ix. Aston Drive Paving Plan and Profile
x. Aston Drive Pavement Marking and Signing Plan
xi. TxDOT Paving, Marking, and Signage Plan
xii. Drainage Area Map (Existing and Proposed)
xiii. Detention Pond(s) Plan and Calculations
xiv. Drainage Calculations
xv. Storm Drain Plan and Profile
xvi. Water Line Plan and Profile
xvii. Sanitary Sewer Relocation Plan and Profile
xviii. Traffic Control Narrative
xix. Illumination Plan
xx. Erosion Control Plan
xxi. Cross Sections
xxii. Standard Details
xxiii. TxDOT Details (where applicable)

b. Submit three (3) final sealed copies of any necessary right-of-way or easement documents.

a. Final design submittal (90%) to include:
   i. 90% Design Plans
   ii. 90% Project Manual
   iii. 90% Opinion of probable construction cost
c. Incorporate the final design submittal review comments.
b. Final design submittal (90%) to include:
   i. Final Design Plans
   ii. Final Project Manual
   iii. Final Opinion of probable construction cost
   iv. TxDOT driveway permit set for U.S. Highway 75 (paving and pedestrian improvements, traffic control, etc.) City to submit to TxDOT
d. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.

e. Consultant shall furnish to the City, where required by the circumstances of

the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities. Project is anticipated to include TxDOT driveway permit, Texas Department of Licensing and Regulation (TDLR) application, and USACE Nationwide Permit Non-Notifying Memo.

f. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.

g. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.

h. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City.

i. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.

j. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

D. Bid Phase Services

The Scope of Services listed below shall be performed as part of Consultant's Scope of Services. Consultant's role will be provided to the City and billed on a lump sum basis. Consultant shall not proceed with performance of services, without written authorization by the City.

a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.

b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.

c. Consultant will submit the project plans to the State of Texas for the TAS/ADA review, if required for the Project. Consultant will prepare the application and make the submittal. The City will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. Consultant will address comments from the review and revise plans if necessary.

d. Assist the City in the advertisement of the Project for competitive bids.

e. Assist the City with any Pre-Bidders meetings.

f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.

g. Assist the City in the opening and tabulation of bids for construction of the Project.

h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the recommended contractor to be awarded of the construction contract.

i. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

j. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

E. Construction Phase Services

The Scope of Services listed below shall be performed as part of Consultant's Scope of Services. Consultant's role will be provided upon request of the City and billed on a reimbursable basis as lump sum basis. Consultant shall not proceed with performance of services without written authorization by the City.

a. Conformed Document submittal:
   i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
   ii. Print up to ten (10) sets 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference.
   iii. Package and submit CAD base files upon request.
b. Site Visits upon request

c. *Pre-Construction Meeting.* Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site
d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.
e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
f. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

F. Record Drawings

The Scope of Services listed below shall be performed as part of Consultant's Scope of Services. Consultant's role will be provided upon acceptance of the construction project by the City and billed on a lump sum basis.

a. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

IV. Special Services

G. Boundary Retracement:

The City has directed Consultant to use a boundary survey prepared by others. Consultant will retrace that boundary in the field in an effort to determine whether it is legally correct. If discrepancies or errors are found with the boundary then Consultant will inform the City but this task does not include effort to correct the work of others.

TBPELS Firm Numbers: Frisco: 10193822

H. Design Survey:

Consultant will prepare a topographic survey for the site to be used for site planning and civil engineering design purposes. The Developer has provided Consultant with a topographic survey of a portion of the Subject Site. The limits of topographic survey performed in this agreement is for the remainder of the proposed mass grading limits. The topographic survey is to be used in-house and will not be issued as a stand-alone survey document. The survey will consist of: Elevations around the immediate perimeter of the site; Contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; Observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances; Dig Tess markings of subsurface utilities that are in place at the time our field work is being done; and two benchmarks established with the survey.

TBPELS Firm Numbers: Frisco: 10193822

I. Tree Inventory and Survey

Consultant, via a subconsultant, will perform an on-site tree inventory, which will show the approximate locations, species name, general health assessment, and provide numbered tags for each of the protected trees. Data will be collected by a handheld GPS unit and will therefore be mapping grade, not survey grade. We will

endeavor to locate all trees meeting the requirements of the local tree protection ordinance but do not guarantee it; some trees may be missed in areas of heavy tree coverage or limited access.

Consultant will utilize the onsite tree inventory to provide a tree survey prepared by a certified arborist or landscape architect. The tree survey will consist of information for trees that measure 12 caliper inches or larger including tree location, species, health, and caliber inch, as required by the City of Sherman Tree Preservation Ordinance. The survey will be utilized by The City to determine if any mitigation will be required, a separate preservation and mitigation plan will not be provided.

J. Right-of-Way Parcels

Kimley-Horn will prepare the description and exhibit for the right of way of Aston Drive for use in preparing a deed to dedicate the new street right of way. The exhibit will be substantially conforming to the current Texas Board of Professional Engineers and Land Surveyors standards and requirements and will include setting corner monuments at angle points, points of curvature and points of tangency along the perimeter of the right of way exhibit.

TBPELS Firm Numbers: Frisco: 10193822

K. Easement Parcels

Consultant will prepare a metes and bounds description and sketch showing the location and dimensions for one proposed easement. Easement language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to KH. The Client will file the document.

TBPELS Firm Numbers: Frisco: 10193822

L. Traffic Impact Analysis (TIA)

a. Data Collection

In the general vicinity of the proposed development, Consultant will perform in-field verification of the existing roadway network and intersection characteristics in the study area. Consultant will investigate publicly-available traffic count information for the adjacent roadways.

Based on information provided by the City and requirements of the City of Sherman and TxDOT, the below intersections are to be studied as part of this effort. If additional intersections need to be included as part of this analysis it

will be considered additional services and it will impact the proposed project schedule.

i. FM 1417 (Heritage Parkway) at Howe Drive
ii. FM 1417 (Heritage Parkway) at Crossroads Boulevard
iii. FM 1417 (Heritage Parkway) at US 75 NBFR
iv. FM 1417 (Heritage Parkway) at US 75 SBFR
v. US 75 NBFR at Travis Street
vi. US 75 SBFR at Travis Street
vii. Travis Street at Crossroads Boulevard

In accordance with anticipated TxDOT requests for the study scope, Consultant will perform two weekday 24-hour tube counts on FM 1417 (Heritage Parkway) just east of Howe Drive and on W Travis Street just west of Crossroads Boulevard. Consultant will perform 24-hour turning movement counts at FM 1417 (Heritage Parkway) and Howe Drive. Additionally, Consultant will perform weekday AM and PM peak hour counts on intersections 2-7, listed above.

b. Traffic Operational Analysis

The study area is defined by the intersections listed above (1-7) plus proposed roadway (Aston Drive) and approximately (7) site-access driveways. The proposed site is located northwest of the FM 1417 (Heritage Parkway) and Crossroads Boulevard intersection, which is a free standing grocery store and associated surface parking lot. The analysis will be conducted for the weekday AM and PM peak hour time periods.

In accordance with anticipated TxDOT traffic study requirements, Consultant will perform the following tasks:

i. Evaluate the existing (2024) intersection operational conditions at each existing study intersection;
ii. Determine the site buildout year (2027) and regional buildout (2032) background traffic at each study intersection by inspection of growth rates and addition of traffic from other committed developments in the vicinity;
iii. Determine new site-generated traffic based on ITE Trip Generation Manual, latest edition;
iv. Determine distribution of site-generated traffic in the major directions;
v. Assign site-generated traffic onto the site driveway and the adjacent roadway;
vi. Evaluate intersection traffic operations for the buildout scenarios using background and site-generated traffic at the study intersections;
vii. Perform a link capacity analysis for the roadway adjacent to the site for the existing and future year scenarios;
viii. Identify intersection and thoroughfare deficiencies based on background and site-related traffic;
ix. Perform a right-turn lane analysis based on turning movement volumes at critical site driveways;

x. Perform a left-turn lane analysis based on turning movement volumes at critical site driveways;
xi. Perform a Traffic Signal Warrant Analysis (TSWA) at FM 1417 (Heritage Parkway) and Aston Drive;
xii. Recommend site access and transportation improvements needed to maintain traffic flow in the study area, and identify the site's pro-rata share of the costs, if any, and
xiii. Recommend intersection geometry and type of traffic control at project driveways.

c. Prepare Technical Memorandum

The findings of this task will be documented in a draft technical memorandum and presented to the City for review. Comments from the City will be incorporated into the memorandum and a final technical memorandum will be prepared and submitted to the City. If the memorandum is reviewed by outside agencies, and should the outside agencies request revisions to the study upon review, Consultant will make one round of revisions and resubmit the updated study.

M. TxDOT Permit Plans (2 Drives)

Consultant will prepare a demolition, grading, paving, and striping plan for the proposed paving within TxDOT ROW for each driveway connection (two total). The turn lane plans will be submitted concurrently with the final roadway plans, not as a separate plan set.

N. Overall Detention Analysis

Consultant will prepare a Detention Master Plan to support the development of the subject property. This study will be prepared in support of the first phase of development, with preliminary information shown for future phases.

Consultant will utilize the base hydrology models for Choctaw Creek Tributary A provided by the City. Revisions to this model will be made to provide appropriate detail for the subject property. Proposed drainage divides will be based upon best available design data at the time of submittal. This task assumes multiple detention ponds will be required to reduce proposed condition peak flows back to existing condition rates. This task will determine the number of detention ponds, detention locations, and required detention volumes.

Consultant will prepare a floodplain analysis to determine the subject property's impact on water surface elevation and velocity. Consultant will extend the FEMA effective model from the upstream extent of the limit of detailed analysis through the subject property. Cross section data will be based on lidar contours and supplemented with on-ground data where available.

Deliverable for this task will be provided with preliminary design plans in conjunction with the preliminary mass grading plans. Final design of the detention ponds will be provided with intermediate and final design plans prepared as part of a separate task. Digital files will be made available upon request.

O. Conditional Letter of Map Revision (CLOMR) Request:

Consultant will prepare a CLOMR Request for submittal to the City and FEMA to propose modifications to the floodplain. The CLOMR request will be processed by FEMA only after FEMA receives documentation from the requestor that demonstrates compliance with the ESA. Compliance would require one of the following:

- **i.** No potential for "Take" exists, meaning that the project has no potential to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect threatened or endangered species; or
- **ii.** An Incidental Take Permit from the Services;

Consultant will perform a field investigation and a review of readily available databases relevant to Federal listed species. Based on the findings, Consultant will make a determination regarding endangered species. The fee included as part of this task assumes that the findings will result in a determination of no potential for "Take".

Consultant anticipates the ESA Compliance submittal to FEMA will include the following:

- **i.** Memorandum; and
- ii. USFWS IPAC endangered species list.

Consultant will submit the statement to FEMA as part of the CLOMR. If the field investigation reveals an outcome other than "no potential for Take exists," Consultant can perform a detailed study and produce the additional documentation as an additional service.

Consultant will prepare a CLOMR request for the project which will include the following:

- **i.** Narrative;
- **ii.** Drainage Area Maps;
- **iii.** Hydrologic Parameter Calculation Tables;
- **iv.** HEC-HMS Output;
- **v.** Pre-Project Floodplain Map;
- **vi.** Post-Project Floodplain Map;
- **vii.** Water Surface Elevation Comparison Tables;
- **viii.** HEC-RAS Output;
- **ix.** FEMA FIRM;
- **x.** Annotated FEMA FIRM;
- **xi.** FEMA MT-2 Forms;

xii. Digital Files.

City will pay any City and FEMA review fees.

P. Letter of Map Revision (LOMR) Request:

The Client will notify Kimley-Horn when the proposed construction within the FEMA floodplain is complete, and Kimley-Horn will retain a subconsultant to perform a post-construction field survey. Kimley-Horn will update the post-project HEC-RAS models from the drainage study based on the post-construction survey. The limits of analysis for this LOMR request will be limited to the improvements constructed at the time of field survey.

Kimley-Horn will prepare a LOMR request for the project which will include the following:

a. Narrative;
b. Pre-Project Floodplain Map;
c. Post-Project Floodplain Map;
d. HEC-RAS Output;
e. FEMA FIRM;
f. Annotated FEMA FIRM;
g. FEMA MT-2 Forms;
h. Digital Files.

City will be responsible for any FEMA review fees.

Q. FM 1417 and Aston Drive Traffic Signal Design:

If warranted via TIA, Consultant will provide services in support of a signalized intersection at the intersection of FM 1417 and Aston Drive. The following services will be provided:

a. Contact power provider to coordinate and identify a power service location for the traffic signal. Any permitting/fees/design work/construction work fees required by the power provider will be provided by the City.
b. Conduct a field investigation to verify existing signage, pedestrian facilities, and roadway infrastructure.
c. Review topographic survey, boundary survey, proposed paving improvements, proposed utility improvements, future anticipated roadway paving limits and/or existing utility information provided.
d. Prepare preliminary traffic signal plans for City review which will include a plan view layout of the proposed traffic signal and equipment.
e. Incorporate comments on the preliminary traffic signal layout and prepare 60% traffic signal construction plans for the intersection. 60% traffic signal construction plans will be submitted to City and TxDOT for review.
f. 60% Traffic signal construction plans will include the following sheets:

i. Cover Sheet
ii. Quantity Summary
iii. General Notes
iv. Proposed Traffic Signal Design Layout
v. Proposed Traffic Signal Tables and Charts
vi. Proposed Pavement Markings/Signing Layout
vii. Applicable City/ TxDOT Standards and Details
viii. TxDOT Standard TCP Detail Sheets for Signal Work (WZ(BTS-1&2)-13)

g. Address 1 round of simultaneous comments from City and TxDOT on 60% traffic signal construction plans and prepare 90% traffic signal construction plans, list of specifications, and engineer's opinion of probable construction costs for proposed signal equipment.
h. Address 1 round of simultaneous comments from City and TxDOT on 90% traffic signal construction plans and prepare 100% traffic signal construction plans, list of specifications, and engineer's opinion of probable construction costs for proposed signal equipment.
i. Design assumptions for the traffic signal modifications include:
   i. TxDOT standard pedestal power service
   ii. TxDOT standard traffic signal cabinet and battery backup
   iii. TxDOT standard span wire steel poles to be constructed with locations identified for future permanent mast arm signal poles.
   iv. Dual vehicle detection per city standard
   v. Luminaires provided on mast arm poles if no conflict with overhead electric
   vi. Illuminated Street Name Signs for each approach (if requested by the City)
   vii. Pedestrian signal poles, signal heads and push buttons for existing/proposed (by others) pedestrian crossings identified at this intersection.

R. <u>Site Plan Reconciliation:</u>

The Scope of Services listed below may or may not be performed as part of our Scope of Services. Consultant's role will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred. Consultant shall not proceed with performance of services without written authorization by the City.

Consultant will be provided with a City-approved site plan prepared by the Developer's Architect in AutoCAD format. Consultant will modify the site plan in an effort to make it dimensionally accurate, parallel and perpendicular, and suitable for use to prepare the conceptual grading plan, and coordinate easements, and plats. Consultant will share the reconciled site plan with the City, Developer, and Architect.

S. Meetings and Team Coordination:

The Scope of Services listed below may or may not be performed as part of our Scope of Services. Consultant's role will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 20 hours of labor. Consultant will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

Consultant will prepare for and attend meetings with the design team, reviewing staff, neighbors and other stakeholders. Because the extent of the effort required is unknown we have provided a projected budget for these services but actual cost will depend on actual effort required.

T. USACE Coordination:

The Scope of Services listed below may or may not be performed as part of our Scope of Services. Consultant's role will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred. Consultant shall not proceed with performance of services without written authorization by the City.

The Developer has retained IES for environmental services. IES has performed a wetland delineation on the subject site and has identified the existing detention pond as a defined waters of the US per the current USACE interpretation. An individual permit is anticipated to be required for the proposed improvements. Consultant will act in a support role in the permitting efforts, supplying IES with descriptions of work and exhibits in support of the permit.

U. Geotechnical Engineering:

Consultant, via geotechnical engineer subconsultant, will provide a geotechnical investigation report ("Geotech Report"). The study will include the following evaluations:

i. Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by paving and grading.
ii. Engineering characterization of the subsurface materials encountered.
iii. Concrete pavement section for Aston Drive based on city design criteria.
iv. Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, treatment of in-place soils for the support of pavements, and possible construction problems reasonably to be expected.

The study will be based on the exploration of the subsurface soil and/or rock conditions at the site by drilling 16 test borings. The number and depth of the borings are tabulated below.

Boring Location	***No. of Borings***	***Boring Depth (ft)***
Mass Grading	7	15 to 20
Two (2) Wet Ponds	4	15 ft
Aston Drive	5	15 ft
Total Footage	**---**	**260**

The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, Consultant will consult with the City prior to demobilization from the site. Please note that, regardless of the number of borings performed, subsurface conditions between borings may vary.

The study will also include laboratory tests to evaluate the classification, gradation and other physical characteristics of the subsurface soils. The subconsultant will have laboratories that are fully equipped with modern equipment for soil and rock testing and tests are performed by trained qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. All field and laboratory staff are supervised by professional engineers.

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of the geotechnical engineer's recommendations. Results of our study, including the substantiating data and the geotechnical engineer's recommendations, will be presented in a written report prepared by a Registered Professional Engineer.

The cost involved with this field exploration assumes test boring locations can be accessed using standard, truck-mounted drilling equipment. If difficult site conditions are encountered, alternate pricing could be provided using an All-Terrain Drilling Unit or other portable equipment.

V. Subsurface Utility Exploration (Level "A"):

Consultant will, via a sub-consultant, expose 3 existing utility lines in two places (6 potholes) using SUE methods and collect survey data on their exposed location. This information will be used during civil engineering design and coordination with the Utility provider on roadway and utility crossings. Exact location and utility will be determined at a later date.

TBPELS Firm Numbers: Frisco: 10193822

W. Additional Services:

Various services incidental to the project, but not within the scope of the Services covered by A-X preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:

i. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.
ii. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
iii. Appearances before regulatory agencies.
iv. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
v. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
vi. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
vii. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
viii. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
ix. Revision of reports and Construction Contract Documents after specific approval by City.
x. Redesign to reflect project scope changes requested by the City, TxDOT, franchise utilities, and/or developer required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City/City's acceptance of substitutions proposed by the Contractor.
xi. Water quality design such as bubblers and fountains.
xii. Structural engineering needed for headwalls, junction boxes, or other facilities beyond the limits allowed in TxDOT or City standard details.
xiii. Groundwater well analysis and hydrogeological study is not included in this analysis.
xiv. Irrigation and landscape design.

V. Standard and Project Specific Assumptions:

a) Fees are to perform each task one time and address up to two rounds of simultaneous City and/or developer review comments unless otherwise noted in the associated task description.
b) Our scope of services is depicted in the Site Exhibit and project description in Exhibit A as part of this Agreement.
c) Our services will be performed in general accordance with current published City design standards and specifications.
d) Effort resulting from changes to the buildings, site plan, or utility design after commencement of our work will be additional services.
e) The improvements we design will be publicly bid and will be designed and built in a single phase.
f) Design of franchise utilities is beyond the scope of this agreement.
g) Inspections and Certifications during construction, if required, will be performed by others and is beyond the scope of this agreement.
h) We shall be entitled to rely on the accuracy and completeness of information provided to us by others. The following items are anticipated:
    - Offsite easements, if needed.
    - A dimensionally correct and zoning compliant site plan in AutoCAD format.
    - A current title commitment with legible copies of the Schedule B exceptions.
    - Timely participation by other members of the consultant team.
    - Any previously prepared surveys, reports, or documents with bearing on our scope of services.
    - Permission to enter the subject site for surveying purposes.
i) Design of Life Safety lighting and signage is beyond the scope of this agreement.
j) Consultant does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City.
k) Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. If provided, Opinions of Probable Construction Costs (OPCC) are based on the information known to Consultant at the time and represent only Consultant's judgment as a design professional. Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.
l) Additional tasks may be necessary to complete the project based on City/Developer requirements. If necessary Consultant will provide the City with a separate scope and fee for this effort.
m) Consultant shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. The City shall not allow the contractor to take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications. In case of any errors, omissions or discrepancies in the drawings or specifications, the City shall direct the contractor to promptly submit the matter to the City before the improvements are built. The City shall promptly make a determination and issue the necessary instructions to the

contractor in writing. Any adjustment by the contractor without this determination and instructions shall be at the contractor's own risk and expense. The Work is to be made complete as intended by the Contract Documents.

n) In the performance of any services during construction, Consultant shall not be responsible for the means, methods, acts, techniques, equipment choice and usage, sequences, schedules or for safety precautions or programs of any Contractor, Subcontractor, or any other individual or entity performing or furnishing work. Consultant shall not have the authority or responsibility to stop or direct the work of any Contractor or authorize changes to the Contractor's scope of work. Consultant will not be responsible for any inspections or certifications during or after completion of the project.

o) Our plans will establish proposed grade elevations. The City understands that there is the potential for vertical movement of pavement after construction is complete. The amount of vertical movement can be mitigated per geotechnical recommendation. Our plans will direct the contractor to the Geotechnical Report for subgrade recommendations. The City understands that even with proper subgrade preparation of the pavement and other facilities there is still the potential for vertical movement and finely graded areas, ADA routes, etc. may need to be adjusted and maintained in the future if they move.

p) The property is zoned to allow the intended use. Changes to the zoning and/or request for variances or special use permits will not be required.

q) The water and wastewater capacities will be confirmed by The City's modeling consultant and paid for by the City. No design or study of offsite improvements to water, wastewater, or any other utility or improvement is known at this time and is therefore excluded.

r) Per meeting with The Developer, IES, and Consultant on 02/19/2024, The existing pond north of FM 1417 is found to be jurisdictional and will require an individual permit to modify and/or relocate the existing pond as intended. It is assumed that the individual permit will be achievable to accomplish the plan in the overall drainage analysis. Consultant assumes USACE coordination will be lead by others, with Consultant serving in a support role.

s) Traffic control plans, if required, will be prepared by the Contractor or others and is not part of our scope.

t) Access improvements are limited to 2 driveway connections to TxDOT roadways only and reconstruction of adjacent roadways will not be required. Existing left turn lane and right turn lane exist along FM 1417, it is assumed these lanes will be utilized for the Aston Road intersection and no additional improvements will be required. Left turn lanes and/or modifications to widen roadways to accommodate a left turn lane, is not included in this Agreement.

u) Consultant has been provided survey information for a portion of the subject site and has been instructed to use it for our design, Consultant will not be liable for errors or omissions in our work that were contributed to by errors or omissions in the survey. However, consultant will perform a limited verification of the previously prepared survey and notify the City if additional survey will be required.

v) Structural engineering needed for headwalls, junction boxes, or other facilities beyond the limits allowed in TxDOT or City standard details will be provided by a separate agreement.
w) Bubbler system and/or fountains for the proposed detention pond(s) or any other water clarification system will be provided by others.
x) The basis for the mass grading plan will be the Site Plan shown in the Subject Site section of this agreement, unless an alternate plan is provided by the City prior to Consultant beginning our scope of work.

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services	
A. Preliminary Design Plans (30%) (Expected Completion: August 2024)	**$133,000.00**
B. Intermediate Design Plans (60%) (Expected Completion: November 2024)	**$79,500.00**
C. Final Design/Construction Plans (90%, 100%) (Expected Completion: February 2025)	**$53,000.00**
D. Bid Phase Services (Expected Completion: March 2025)	**$20,000.00**
E. Construction Phase Services	**$20,000.00**
F. Record Drawings	**$12,500.00**
Total Basic Services (Lump Sum)	***$318,000.00***
II. Special Services	
G. Boundary Retracement:	**$12,000.00 (LS)**
H. Design Survey	**$37,000.00 (LS)**
I. Tree Inventory and Survey:	**$10,000.00 (LS)**
J. Right-of-Way Parcels at $5,000 per each	**$ 5,000.00 (EA)**
K. Easement Parcels at $2,500 per each	**$ 10,000.00 (EA)**
L. Traffic Impact Analysis	**$38,000.00 (LS)**
M. TxDOT Driveway Permit Plans (1 Drive)	**$15,000.00 (LS)**
N. Overall Detention Analysis	**$60,000.00 (LS)**
O. Conditional Letter of Map Revision (CLOMR) Request	**$35,000.00 (LS)**
P. Letter of Map Revision (LOMR) Request	**$46,000.00 (LS)**
Q. FM 1417 and Aston Drive Traffic Signal Design	**$35,000.00 (LS)**
R. Site Plan Reconciliation	**$5,000.00 (HR)**
S. Meetings and Team Coordination	**$15,000.00 (HR)**
T. USACE Coordination	**$10,000.00 (HR)**
U. Geotechnical Engineering	**$20,000.00 (HR)**
***V.* Subsurface Utility Exploration (Level "A")**	**$15,000.00 (HR)**
Total Authorized Special Services	***$368,000.00***
Project Budget, Grand Total (Not-To-Exceed)	***$686,000.00***

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08” on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

		Coverage Required	Limits
_X_	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate

_X_	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
_X_	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Sherman
Development
Engineering
Group

Crossroads Public Improvements

1" = 500'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.4.

Meeting Date: 6/17/2024

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:
**** RESOLUTION NO. 7322***
Authorizing the Purchase of Two Ambulance Boxes from Frazer, LTD through BuyBoard

Issue:
Authorizing the Purchase of Two Ambulance Boxes from Frazer, LTD through Buy-Board for . Frazer, LTD

Background:
The Chasis have already been purchased. This item is for Ambulance box manufacture and make ready.

Origination:
These items were approved in FY23 and FY24 budgets.

Financial Consideration:
Total cost of this requesting is $501,000.00. Approved in FY23 and FY24 budget (submitted on one invoice from Frazer, LTD.)

Staff Recommendation:
Staff recommends approval

Alternatives:
As directed by City Council

Attachments:
1. Resolution No. 7322
2. Quote

RESOLUTION NO. 7322

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO AMBULANCE BOXES FROM FRAZER, LTD THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase new ambulance boxes for the Sherman Fire Department at a total price of Five Hundred and One Thousand dollars and Zero cents ($501,000.00). Any agreements related to the purchase must be approved by the City Attorney

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNICL OF THE CITY OF SHERMAN, TX on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Customer Quote

6/9/2024 11:50:39 AM

Estimate No:	Q2927-0001
Quote Date:	6/9/2024
Expiration Date:	7/24/2024
Salesperson:	HB
Payment Terms:	Due on Delivery

Invoice To: 10227

Davin Bradberry
Sherman Fire Department
City of Sherman
P.O. Box 1106
Sherman TX 75091
US

Deliver To:

Davin Bradberry
Sherman Fire Department
City of Sherman
P.O. Box 1106
Sherman TX 75091
US
Phone:bartb@cityofsherman.com

Order Instructions:

Revision Log:
6/9/24 LL - Revised T&C
5/23/24 LL - Revised to 2024 pricing and added a second Unit

5/21/24 LL - Deleted after market vinyl
Added customer contingency line
Deleted radio mic on action wall

5/10/24 LL - Added Buckstop Bumper
Changed 2 high D-cylinder holder to face the rear wall
Deleted HAAS alert system per customer request 4/24/24
Deleted Module heater per customer request on 4/24/24
Added USB outlet to console switch slot
Changed interior back to gray
Added note to add USB in outlets on front wall or front corner area
Added UNOC 443 - divider in I/O for auto pulse storage
Added Customer provided Knox Medvault
Added one radio mic on action wall
Changed SCBA to one in 02 compartment and one in rear storage with a hook on each door
Added extra electrical wire in wall behind shore power outlet

Revised 1/17/24
Changed from International Chassis to Customer provided chassis Dodge RAM 5500

The estimated chassis price may change at the discretion of the chassis manufacturer.

Revision Log:
October 28:
UNOC #535 changed radio equipment
Removed Opticom
Changed UNOC #1823 to CPI docking station

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

6/9/2024 11:50:39 AM

Estimate No:	Q2927-0001
Quote Date:	6/9/2024
Expiration Date:	7/24/2024
Salesperson:	HB
Payment Terms:	Due on Delivery

Invoice To: 10227

Davin Bradberry
Sherman Fire Department
City of Sherman
P.O. Box 1106
Sherman TX 75091
US

Deliver To:

Davin Bradberry
Sherman Fire Department
City of Sherman
P.O. Box 1106
Sherman TX 75091
US
Phone:bartb@cityofsherman.com

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount

Revisions 2/13/2023
Updated to 2023 pricing
Changed to International CV 515
Removed Opticom
Removed Sierra Wireless
Changed to Full Replacement bumper
Eliminated Valor CPR Seat
Eliminated Valor Squad Bench Seats
Eliminated the rear backboard compartment (now incl under squad bench storage)
Changed Interior Module to Desert Rose
Changed Floor to Loncoid Onyx
Added Minibrow to front grill guard
Changed the air tank train to the manual valve
Changed PowerLOAD to CP

2/8/2024:
HB Reworked prior change by PB from a 14' DF to a 12' XT CP Ram
Retained all possible options from prior spec.
moved to a 12' with a laydown O2. Necessary changes to the interior moved the Medvault to the front corner.
Changed the front of the squad bench to a glove holder with a handrail.
The Stairchair will now need to be stored in LLS.

1	MODULE	2.00	EA	$	248,100.00	$	496,200.00
	Type I 12'XT Module						

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

6/9/2024 11:50:39 AM

Estimate No:	Q2927-0001
Quote Date:	6/9/2024
Expiration Date:	7/24/2024
Salesperson:	HB
Payment Terms:	Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
2	CHASSIS	2.00	EA	$	0.00	$	0.00
	2024 Dodge RAM 4500 4x2 Diesel - CP						

Chassis Specification and Delivery Policy:

It is imperative that exact chassis specifications are reviewed and approved by Frazer prior to ordering the chassis. This process guarantees compatibility with our build requirements.

Timing of Vehicle to Frazer :

Frazer will request the customer-provided chassis from you approximately 60 days before the scheduled production start date. We kindly request that you refrain from asking your ordering dealer to ship the chassis to Frazer before this time. Instead, we recommend that you or your dealer hold the chassis until Frazer makes the request.

3	DELIVERY	0.00	M	$	4.25	$	0.00
	Customer Pick Up - FOB Frazer						
4	BUY-BOARD	1.00	EA	$	800.00	$	800.00
	Contract No. Ambulances 650-21						
5	SpecDoc	1.00	EA	$	0.00	$	0.00
	Configurable item to create the SpecDoc						
6	CONTINGENCY	2.00	EA	$	2,000.00	$	4,000.00
	Customer Contingency Fund						

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

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Expiration Date:	7/24/2024
Salesperson:	HB
Payment Terms:	Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	501,000.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	501,000.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

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For your convenience, all pricing has been itemized below per quote Q2927-0001 for Sherman Fire Department

Base Module	$	141,575.00
Chassis Exterior	$	37,975.00
Module Exterior	$	38,200.00
Chassis Interior	$	4,025.00
Module Interior	$	26,325.00
	Total $	**248,100.00**

Items included in above totals:

1. Type I 12' XT Module	$	incl
2. This is a CAAS GVS v3.0 Unit	$	incl
Chassis Exterior:		
3. Customer Provided Chassis processing and handling fee and replacement rear window glass with sliding window	$	2,725.00
4. Heat Shielding for Diesel Chassis	$	2,225.00
5. Chassis Options: OEM back-up camera with in-dash monitor	$	incl
6. Chassis Paint Layout: Keep Factory Paint Color - Red	$	incl
7. Chassis : 2024 RAM 4500, Diesel, 4x2, Regular Cab, 84" Cab to Axle, PR4 - Flame Red Clear Coat	$	incl
8. Suspension: LiquidSpring	$	17,050.00
9. Wheel type: Factory Aluminum	$	incl
10. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	425.00
11. Road Force Elite tire and wheel balancing	$	incl
12. Chassis Steps: Luverne Running Boards	$	1,500.00
13. Grille Guard: Full Replacement Bumper	$	1,925.00
14. Chassis Mud Flaps	$	500.00
15. Led Go-Light with Black Housing with Control Pad at Chassis Headliner	$	1,875.00
16. 10" and 12" Air Horns	$	1,600.00
17. Manual Air Horn Air Drain Valve	$	650.00
18. Compressor Type: Fast Recovery	$	2,075.00
19. Air Horn Switching Options: Momentary	$	150.00
20. Window Tint (35% VLT) on Chassis Doors	$	425.00
21. Exhaust Removal System: MagneGrip	$	1,400.00
22. Passenger's side Grille Light: Whelen M4 Blue/Red Light	$	150.00
23. Driver's side Grille Light: Whelen M4 Red/Blue Light	$	150.00

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24. Passenger's side Intersect Light: Whelen M4 Blue/Red Light	$	150.00
25. Driver's side Intersect Light: Whelen M4 Red/Blue Light	$	150.00
26. Note to Engineering, this is the magnetic plymovent exhaust tip	$	incl
27. UNOC 502 - Furnish and install Buckstop Outback full replacement front bumper (Item 51568); in lieu of Ranch Hand	$	4,600.00
28. Credit for full Replacement bumper selected in CPQ	$	-1,750.00
Chassis Exterior Subtotal	**$**	**37,975.00**

Module Exterior:

29. Power Source: Onan 5.5kW Generator	$	13,850.00
30. Locking Gas Cap	$	incl
31. Module Paint Layout: Non-White One Tone - PR4 - Flame Red Clear Coat	$	2,950.00
32. Roof Color: PR4 - Flame Red Clear Coat	$	incl
33. Paint spray out card(s) needed — PR4 - Flame Red Clear Coat	$	250.00
34. Tier 1 - Standard Design Package	$	975.00
35. Frazer Provided Tier 2 - Standard Graphics	$	6,200.00
36. Solid Color Conspicuity Squares on Entry Doors	$	500.00
37. Solid Color Conspicuity Strips on Compartment Doors	$	275.00
38. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
39. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	$	350.00
40. Shore Power: Single 30 Amp on Front Wall	$	incl
41. Pigtail/Plug Option: Pigtail	$	incl
42. Install Ignition Kill Switch	$	425.00
43. Coax 1: Run coax from location 1 to Chassis	$	incl
44. Coax 2: Run coax from location 2 to Chassis	$	incl
45. Coax 3: Run coax from location 3 to Electrical Compartment	$	incl
46. Coax 4: Run coax from location 4 to Electrical Compartment	$	incl
47. UNOC #535 Install Customer Provided Radio Equipment: -Motorola APX 8500 radio base in the electrical compartment; battery hot ignition activated -Antenna on the module roof -Radio head in console slot 3; battery hot, ignition activated. -Mic on P/S of console slot 1 Speaker on front of console.	$	850.00
48. UNOC ??? - Add spare length (approx 1-2 ft) of electrical wire behind the shore plug in the module wall for future maintenance issues to avoid rerunning wire	$	50.00

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49. Front Wall Light Layout: M Pattern Light	$	incl
50. Front Wall Light #1: Whelen M6 Amber Light	$	incl
51. Front Wall Light #2: Whelen M6 Red Light	$	incl
52. Front Wall Light #3: Whelen M6 Clear Light	$	incl
53. Front Wall Light #4: Whelen M6 Red Light	$	incl
54. Front Wall Light #5: Whelen M6 Amber Light	$	incl
55. Front Wall Driver Side Box Light: Whelen M6 Red Light	$	incl
56. Front Wall Passenger Box Light: Whelen M6 Red Light	$	incl
57. UNOC 570 Furnish and Install HiViz 9000 Lumen MiniBrow Trunnion 18" LED light mounted near the top of flip down brush guard with switch on console	$	2,075.00
58. Driver Wall Front Box Light: Whelen M6 Red Light	$	incl
59. Driver Wall Rear Box Light: Whelen M6 Red Light	$	incl
60. Driver Wheel Well Light: Whelen M6 Red/Blue Light	$	150.00
61. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing	$	incl
62. O2 Compartment Style: Laydown O2 with Adjustable Shelf	$	incl
63. O2 Rollers for an H Cylinder	$	incl
64. O2 Cylinder Changing Wrench	$	150.00
65. O2 Regulator - Ship Loose	$	275.00
66. Electrical Compartment Style: Standard Electrical Compartment	$	incl
67. Lower Storage Style: Standard Lower Storage	$	incl
68. Compartment Above Wheel Well with No I/O Access	$	incl
69. Dometic Self-Contained A/C with Exhaust Fan	$	incl
70. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	$	350.00
71. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	$	1,550.00
72. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	$	350.00
73. UNOC ??? - Furnish and install (2) SC-50-H-5-SFPHS SCBA brackets on the flat bars one D/S rear storage compartment and one in O2 compartment in lieu of standard SCBA brackets selected in CPQ. See E-2886	$	incl
74. UNOC ??? - furnish and install 1 hook on rear compartment door	$	50.00
75. UNOC ??? - furnish and install 1 hook on O2 compartment door	$	50.00
76. Module Window Option: Sliding Window	$	incl
77. Window Tint (5% VLT) on Rear and Side Entry Doors	$	425.00

78. Upper Rear Wall Light Layout: 3 Across	$	incl
79. Upper Light #1: Whelen M6 Load Light	$	incl
80. Upper Light #2: Whelen M6 Amber Light	$	incl
81. Upper Light #3: Whelen M6 Load Light	$	incl
82. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	$	incl
83. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	$	incl
84. Lower Light #3: Whelen M6 Red/Blue Light	$	150.00
85. Lower Light #4: Whelen M6 Red/Blue Light	$	150.00
86. Rear Wall Driver Box Light: Whelen M6 Red Light	$	incl
87. Rear Wall Passenger Box Light: Whelen M6 Red Light	$	incl
88. Rear Backboard Options: No Shelf	$	incl
89. Lower BTTs: 2 M6 Lights on each side	$	1,050.00
90. Rear Bumper	$	incl
91. Door Grabbers	$	incl
92. License Plate Light	$	incl
93. Passenger Wall Front Box Light: Whelen M6 Red Light	$	incl
94. Passenger Wall Rear Box Light: Whelen M6 Red Light	$	incl
95. Passenger Wheel Well Light: Whelen M6 Red/Blue Light	$	150.00
96. Passenger Scene Light Activated with Side Entry Door	$	475.00
97. Interior Step Option: Double Step Well	$	incl
98. Passenger Rear Compartment Style: Onan Genset Compartment	$	incl
99. Door Locks on Entry Doors and Compartments	$	4,125.00
100. UNOC #1751 - Furnish and install 2-high D cylinder holder in the exterior compartment below front I/O in lieu of being in the front I/O cabinet	$	incl
101. Note: 2 high D cylinder holder to face rear wall see E-2964	$	incl
Module Exterior Subtotal	**$**	**38,200.00**

Chassis Interior:

102. Siren Speakers: Whelen SA 315 Speakers	$	incl
103. Tap-2 on Primary Siren	$	incl
104. Siren Option: Whelen C9 Siren in Console	$	incl
105. Mic 1 on driver's side slot 1	$	incl
106. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side)	$	700.00
107. Slot 2: Single Slot Switch Panel	$	incl

108. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims Item ID 2398	$	incl
109. Slot 4: Siren 1	$	incl
110. Kussmaul USB/USB-C Device at Console	$	350.00
111. Console Switch Layout : Primary - Secondary - Air Horn - Kussmaul USB/USB-C - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	$	incl
112. New Armrest	$	350.00
113. Console Layout: 4-Slot Console	$	incl
114. Front Base of Console: 120VAC	$	775.00
115. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	275.00
116. Rear of Console: Single Mapholder	$	350.00
117. Chassis Rear Wall: 3 High Glove Box Holder	$	350.00
118. Camera System: Dodge OEM Back-up Camera System	$	775.00
119. UNOC #1823 - Install customer provided Gamber Johnson docking station, with built-in power supply, on swivel on extended MDT plate.	$	100.00
Chassis Interior Subtotal	**$**	**4,025.00**

Module Interior:

120. Protek Cushions	$	incl
121. Gunmetal Grey Interior	$	incl
122. Stainless Steel Countertops	$	incl
123. Yellow Grab Rails	$	350.00
124. Front I/O with Lexan Doors	$	incl
125. 2 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	$	275.00
126. Quad Outlet in the Front I/O	$	incl
127. Map Holder on Side of Front I/O	$	275.00
128. Quad Outlet on the Front Wall	$	incl
129. Quad Outlet in the Front Corner Area	$	275.00
130. Aluminum Door in the Front Corner Area	$	incl
131. Customer Provided Medvault	$	700.00
132. UNOC 443 Furnish and install full height vertical divider in front I/O cabinet for Autopulse storage (12' unit)	$	275.00
133. UNOC ??? Add USB port in Quad outlet on front wall or front corner area or both.	$	50.00
134. Location 1: 8 Switch panel	$	incl
135. Location 2: Single O2 Outlet	$	incl

136. Location 3: Electric O2 panel with monitor	$	2,525.00
137. Location 4: Dual USB receptacles	$	350.00
138. Location 6: Thermostat	$	incl
139. Location 7: Blank	$	incl
140. Location 8: Quad 120 VAC	$	incl
141. Location 9: Suction	$	incl
142. Door Lock Switch at Action Wall	$	200.00
143. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Module Heater - Hi/Off/Low; Blank; Blank; Unlock/Lock;	$	incl
144. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	$	2,175.00
145. Sharps Container at Action Wall	$	incl
146. Acrylic Holder at the Action Wall Cabinet	$	incl
147. New 6pt Harness at the CPR Seat	$	775.00
148. Acrylic Holder Aft CPR Seat	$	incl
149. Rear Door Switch Layout : Acknowledge; Blank; Dump/Bypass (Suspension); Rear Load;	$	incl
150. UNOC 2426 - Delete module heater and switch at action wall (CPQ default for Standards compliance); customer is taking exception to this Standards requirement	$	-1,025.00
151. 2 High Glove Box Low and Sharps Container High on Rear Wall	$	550.00
152. Two Seating Positions at the Squad Bench - 1 and 2	$	incl
153. Harness Type for Seat Position 1: New 6pt Harness	$	775.00
154. Harness Type for Seat Position 2: New 6pt Harness	$	775.00
155. Double Squad Bench Cabinet	$	950.00
156. New Glove Box & Handrail at the Head of the Squad Bench	$	500.00
157. Trashcan With Lid at the Head of the Squad Bench	$	incl
158. O2 Outlet at the Squad Bench Wall	$	incl
159. Duplex Outlet in Squad Bench Area toward Side Entry Door	$	275.00
160. Large Black Trashcan at the Side Entry Door	$	275.00
161. UNOC #638 - Furnish and install large acrylic holder, in lieu of 22-pocket holder, at squad bench position 3	$	350.00
162. Overhead Disinfecting Lamp - Firetech UV-C	$	6,850.00
164. IV Hanger on Ceiling Raceway	$	incl
165. Driver and Passenger Side Yellow Powdercoated Ceiling Grab Rails for 12' Unit	$	450.00

166. IV Hanger on Squad Bench Ceiling	$	incl
167. Rear Headknocker Options: With Clock only	$	700.00
168. Stryker cot tower only (no antler and bar)	$	incl
169. Floor Options: Customer Provided Stryker Power-LOAD - Gen 2	$	2,450.00
170. Loncoin II Onyx Floor	$	incl
171. Laydown O2 Cabinet	$	incl
172. Captain's Chair Type: Valor's Captain's Chair with Child Safety Seat and 4pt. Harness	$	2,625.00
173. Module Heater : New	$	incl
174. Customer Provided Items Processing Fee	$	1,100.00
Module Interior Subtotal	**$**	**26,325.00**

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is canceled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer, unless such changes are required by law or operational necessity by the Customer.

INDEMNIFICATION: Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims

(statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Sherman, Grayson County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.5.

Meeting Date: 6/17/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7323***

Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel-Motel Occupancy Tax

Issue:

To distribute a portion of the Hotel-Motel Occupancy Tax funds received by the City of Sherman to The Sherman Museum (Museum)

Background:

Staff recommends that the City enter into a twelve (12) month contract with the Museum to cover the period from October 1, 2024, through September 30, 2025. The proposed finding level maintains the Museum's quarterly support at $12,500.00 an annual contribution, an annual contribution of $50,000.00. The contract includes an option for an additional $20,000.00 to be paid during the contract period for operating expenses only upon proof of the Museum's matching $30,000.00. These contract terms are unchanged from the current (fiscal year 2023-2024) contract with the Museum.

Origination:

City Manager's Office

Financial Consideration:

The proposed contract provides for payment of $12,500.00 per quarter for the fiscal year 2024-2025 budget, a total allocation of $50,000.00 from the Hotel-Motel Occupancy Tax Fund revenues, as well as an option for an additional $20,000.00 matching amount

Staff Recommendation:

The staff recommends granting the City Manager authority to execute a contract with The Sherman Museum in the funding amount established by the Council.

Alternatives:

As directed by the City Council

Attachments:

1. Resolution No. 7323
2. Letter
3. Museum Location Map
4. Sherman Museum Contract FY 2024-2025

RESOLUTION NO. 7323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Chapter 351 of the Texas Tax Code authorizes the City to collect and levy an occupancy tax on hotels and motels; and

WHEREAS, said Chapter specifies the purposes for which such tax receipts may be utilized; and

WHEREAS, such stated purposes include the promotion of tourism, the advertisement of the City and its vicinity, and the promotion and improvement of the arts and humanities within the community;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney and subject to budget approval, to execute a contract with The Sherman Museum, with Exhibit "A" attached, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

the Sherman MUSEUM
301 S. Walnut, Sherman, Texas 75090

May 13, 2024

Terrence Steele, Assistant City Manager
220 W Mulberry Street
Sherman, TX 75090

Re: **Request for renewal of funding** and Update on the Sherman Museum

Dear Mr. Steele,

The Sherman Museum staff and the Board of Trustees are requesting that the city again provide funding for the Sherman Museum of **$50,000.00 for the upcoming year (2024-2025) with the $20,000.00 matching funds proviso**. This has worked well for the museum in the past few years. With the city's funding we can then concentrate our fund-raising and donations from other generous donors and sponsors.

The Sherman Museum staff and Board of Trustees have been working diligently to uphold the Mission and Vision.

1 To acquire, preserve, and exhibit artifacts of cultural, historical and educational value which are associated with founding and growth of Sherman and Grayson County.
2 To engage and educate our community through awareness and acquired knowledge with exhibits and programs significant to the history of Sherman and Grayson County.

Board of Trustees update:

- The Board of Trustees (10 members) voted to meet quarterly (unless an additional meeting is needed to resolve necessary issues). We meet at 5pm, the 3rd Tuesday evening of the first month of the quarter. Meetings are accessible by Zoom for those members who wish to remain at home/work; this is used by several of the members. If you wish to receive an agenda and the minutes, please let me know.

Museum update:

Attendance	976 since October 2023
Staff	Director Stuart Holcomb; Curator Jacob Lee; Clerk Nathan Overby
Intern	Austin College will again provide an intern for the summer term.
Volunteers	Jacqueline Hayes, Travis Hill and Kaybree Lee

Community Outreach:

City Events	The staff and Board members participated in the Trick or Treat on

	Travis Art Fest; Snowflake Festival; & Sherman's Veterans Day parade.
Coffee With the Mayor	The Director attends the monthly "Morning with the Mayor" regularly along with several of the Trustees.
Main Street Advisory Board	The Director is on this committee
Director Presentations	Noon Lion's Club; Daughters of the American Revolution (DAR)
Travel Information Center, Denison	The museum is scheduled to set up a table for displays and distribution of Museum brochures. A staff member will also be available to answer questions.

Fund raisers:

Dino Days	Our annual major fund raiser, Dino Days, is scheduled to open from May 29 through September 6. This will be the 13th year of having a very popular dinosaur exhibit for the residents of Sherman, Grayson County and visitors to this area!
Community room	Rental by organizations have been/are scheduled for several occasions: Rotary Club; Dixie 35 Chapter, UDC; Birthday parties,
Group Tours	Several Group tours of the museum have been completed with others scheduled.
Miscellaneous	Fall Crafting/Yard Sale
Gift Store	Purchased and sold new, unusual and popular items.
Grants	Submitted 11 grants
Donations	Sent letters to several organizations for specific and non-specific donations.

Research Request

Skip Steeley	Dr. Britton's research papers
Carol Roark:	Information on the Crockett school.
Marian McElroy	(Dr. McElroy's daughter) pre-riot black businesses information.
Travis Hill	General info about President Roosevelt's visit
Bob Whitmire	Photos of his grandmother's graduating class from Kidd-Key
Sharon Banqe	Photos of Fred Douglas School and the Binkley Hotel
Jerry White	Photos and history of hotels Binkley & Grayson
Greg Blake	Inquiring about a hat donated to the museum that belonged to his grandfather
Darren Lathen	History of College & Dubois streets in Denison

Preserving the history of Sherman

SISD was contacted to photograph the "inside" of the school building scheduled to be torn down. Several of the older churches will be contacted also to photograph the inside for archiving purposes. This information will be digitized in the future.

New Exhibits:

The General Store was dismantled and the space divided into two rooms for permanent exhibits: The Woodman's Circle Home exhibit and the Sophia Augenbaugh, Coffee, Butt, Porter and Glen Eden exhibit. (The Staff, John Spears and I renovated both areas with no cost to the museum).

The Sherman Fire Chief notified the Director that with the renovations to Station 1, they would have room to properly display the alarm system they had loaned us. They are targeting November. For a temporary display, the Courthouse wall display was removed and the Sherman Fire and Police exhibit was moved there.

Facility Challengers:

Carnegie building Roof

Last year's hail storm and this year's continuing rain and wind has damaged the Carnegie building roof and it will need to be replaced. We have had some issues in getting it repaired but it is finally scheduled to be done the week of May 20. We have a $10,000 deductible; thus, we will probably use much of our funds for the replacement. Related is that the roof drains are clogged causing a major leak in the SE exhibit room, and small leaks in the Directors Office and the Museum Entrance. This is also scheduled to be fixed after the roof has been replaced.

The church roof is still in good shape with no leaks in the building.

Front Door

John Spears repaired the front door handle as it kept coming loose.

Insurance

Our insurance which we have had for several years (Agent: Bayless-Hall & Blanton Insurance) was not renewed and the costs with another insurance company have increased significantly. The Board is pursing ways to find another company and hopefully decrease the cost somewhat.

Homeless vagrants issues

The Museum property has been subject to two homeless men trespassing within the month. One man started "camping" on the top of the church building steps, the entrance area to the old sanctuary. Another man tried to break into a car and then into the back of the Carnegie building. The Sherman police responded very quickly to both situations. The Director, Curator and I are taking steps to make the building more secure – outside cameras, etc.

Board of Trustees

The Board meets regularly with most members in attendance in person or by Zoom. Although we voted to meet only quarterly, that may be reversed as it seems to be better to meet in person.

Two of the Board members have been experiencing medical/cancer diagnosis – John Spears and Dickie Gerig. The Staff has really stepped forward, assuming many of the tasks that I, as President, have had to set aside. The team works very well together.

Museum Staff

The Staff (Stuart Holcomb; Jacob Lee and Nathan Overby) has worked diligently to support the Museum's Mission and Vision. All state that they like their jobs and like being part of maintaining and promoting Sherman and Grayson County's history. Sadly, for us but happy for Nathan, he will be leaving soon to obtain a Master's degree in England. He has been accepted at the Manchester Metropolitan University. There are no plans to replace him.

We sincerely appreciate the City proving funds for the Museum so that we can stay open and be available for adults and children to see our exhibits and increase their interest in our Sherman and Grayson County history.
The City Employees and the City Council are always most welcome to visit the Museum and see our exhibits. The Director and I would like to schedule a time for you and the Mayor to tour the church building when it is convenient.

Sincerely,

Dickie W. Gerig

Dickie Gerig, President
Sherman Museum Board of Trustees

ec: Mayor, City Staff, Museum Members

Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

301 & 305 S Walnut

1 inch = 50 feet

CONTRACT BETWEEN
CITY OF SHERMAN AND THE SHERMAN MUSEUM

THIS CONTRACT is made and entered by and between the **CITY OF SHERMAN,** a municipal corporation of the State of Texas (hereinafter called "CITY"), and **THE SHERMAN MUSEUM,** a non-profit corporation of the State of Texas (hereinafter called "MUSEUM"), for the limited purpose of providing funds to the MUSEUM for a twelve (12) month period.

WHEREAS, Chapter 351 of the Texas Tax Code authorizes a city to levy and collect an occupancy tax on hotels and motels; and

WHEREAS, CITY levies and collects a tax equal to seven percent (7%) of the consideration paid by occupants of hotels and motels; and

WHEREAS, CITY desires to promote tourism, advertise the city and its vicinity, and promote and improve the arts within the community by participating and assisting in the operation of the Museum; and

WHEREAS, MUSEUM shall consist of the property located at 301 and 303 South Walnut Street in the City of Sherman, Grayson County, Texas;

NOW, THEREFORE, in consideration of the mutual covenants and the payments herein, the CITY and MUSEUM agree as follows:

I.

During the period of October 1, 2024, through September 30, 2025, the CITY agrees to pay to MUSEUM Fifty Thousand Dollars and No Cents ($50,000.00) collected under the Hotel/Motel Occupancy Tax of the CITY; and MUSEUM agrees that all funds are to be used entirely for the operation and maintenance of the MUSEUM. The Fifty Thousand Dollars and No Cents ($50,000.00) paid to the MUSEUM for the time period of October 1, 2024, through September 30, 2025, represents the entire amount budgeted for this purpose by the CITY for the

fiscal year 2024-2025. The Fifty Thousand Dollars and No Cents ($50,000.00) shall be paid in four (4) installments on the final execution of this Contract: November 15, 2024, January 15, and April 15, and June 15, 2025. Payments will be based on actual operation and maintenance expenditures and made strictly on a reimbursement basis. Reimbursement will be based on copies of actual invoices or other proof of payment as requested by the CITY. At that time, the MUSEUM shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

Further, during the term of this agreement, the CITY agrees to provide up to an additional Twenty Thousand Dollars and No Cents ($20,000.00) of funds collected under the City's Hotel/Motel Occupancy Tax as a match to any funds collected by the MUSEUM, said matching funds to be used by the MUSEUM strictly for operating expenses and paid upon a reimbursement basis.

Operations of the MUSEUM are to include the administration of all personnel associated with the MUSEUM, the management of all fund-raising activities in connection with the MUSEUM, the selection, preparation, and display of exhibits of artifacts, the interface with members of the general public concerning all matters related to the MUSEUM, and any other duties that could reasonably be construed as the operation of the MUSEUM.

II.

MUSEUM agrees that any money received under this Contract will only be used for purposes specified in Chapter 351 of the Texas Tax Code and MUSEUM will not use any money received in this Contract in any manner that does not strictly comply with the requirements, intent, and purposes as set forth in the Texas Tax Code, Chapter 351, Section 351.10l(a)(l)-(7), as amended, and such statutorily authorized administrative expenses, together with the Texas

Attorney General opinions interpreting Section 351.101 of the Texas Tax Code. A copy of Section 351.101 of the Texas Tax Code is attached as Exhibit "A" and incorporated into this Contract for all purposes. Specifically, MUSEUM agrees to use such hotel tax revenues solely for the purposes of promoting tourism and the convention and hotel industry and will use the revenues solely for the permissible uses listed in Section 351.101(a) of the Texas Tax Code.

III.

MUSEUM represents that it has prepared a proposed budget to be administered under this Contract to the Sherman City Council for the fiscal year of 2024-2025. The MUSEUM shall furnish CITY quarterly financial reports which show all actual expenditures whether those expenditures are budgeted or not from records maintained pursuant to Section 351.108(a) of the Texas Tax Code. The report shall compare actual expenditures to budgeted expenditures and to actual expenditures from the prior year. The report shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

The MUSEUM shall also provide a quarterly report of activities promoting tourism and the convention and hotel industry to CITY. Each quarterly financial report and each quarterly report of activities shall be presented to the office of the City Manager no later than the end of the month immediately following each calendar quarter. Further, the MUSEUM shall provide to CITY a copy of Form 990 submitted to the Internal Revenue Service.

IV.

It is understood and agreed that this Contract is intended for the purpose of providing an agency for the administration of funds collected by the CITY under the provisions of the Hotel-Motel Occupancy Tax Ordinance of said CITY, and that CITY retains its legislative prerogative to alter, repeal, or otherwise amend such ordinance at any time.

V.

MUSEUM agrees and covenants that, in the event of a breach by MUSEUM of any of the covenants contained herein as determined by CITY in its sole discretion, CITY may, at its option, declare this Contract immediately forfeited and terminated as to the balance of the terms thereof.

VI.

The parties agree that the term of this Contract is for October 1, 2024 through September 30, 2025.

VII.

Notwithstanding the above, CITY and MUSEUM retain the right to cancel this Contract at any time, with or without cause and without liability or expense, by the giving of twenty (20) days' notice of such intention to cancel. Notice to cancel by CITY shall be in writing, signed by the City Manager with prior City Council approval. Notice to cancel by MUSEUM shall be in writing, signed by the MUSEUM President with prior MUSEUM Board of Directors approval. CITY and MUSEUM shall consider renewal of this Contract in subsequent years. MUSEUM agrees to provide a plan of work in conjunction with any request to renew this Contract.

VIII.

This is a negotiated Contract. If any part of this Contract is in dispute, the parties stipulate that the Contract shall not be construed more favorably for either party.

This Contract may not be changed, varied, or altered except by an instrument in writing and duly executed on behalf of CITY and by MUSEUM. Every obligation arising from this Contract shall be performable in Grayson County, Texas. Venue for any legal disputes arising from this Contract shall be Grayson County, Texas and governed by the laws of the State of Texas.

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of THE SHERMAN MUSEUM and on behalf of the CITY OF SHERMAN by its City Manager and attested by its City Clerk, effective on the 1st day of October, 2024.

CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON,
CITY MANAGER

DATE:_____

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN,
CITY ATTORNEY

THE SHERMAN MUSEUM,
A NON-PROFIT CORPORATION

BY: _____
PRESIDENT OF THE BOARD
OF TRUSTEES

DATE:_____

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.6.

Meeting Date: 6/17/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7324***

Approving the Greater Texoma Utility Authority's Intention to Contract with WWaterTech, Inc., for the PolyChem Chain and Flight Sludge Collection System Replacement Materials, Installation and Services

Issue:

To consider approving the Greater Texoma Utility Authority's Intention to Contract with WWaterTech, Inc., for the PolyChem Chain and Flight Sludge Collection System Replacement Materials, Installation and Services

Background:

The original Conventional Water Treatment Plant Flocculation - Sedimentation basin equipment needs to be replaced as it has exceeded its design life and has failed. The "Chain and Flight" equipment slowly sweeps built-up sediment that has settled to the bottom of the basin to a collection trough, where it is removed. This is a process of removing sediment from the raw water before it gets to filtration units in the older "conventional" treatment train.

The materials are sole-source as a material replacement of like-kind equipment. The vendor has been a long-time water plant preferred supplier of equipment.

Origination:

Water Treatment Plant

Financial Consideration:

Funding in the amount of $1,238,000.00 will be provided through GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7324
2. Signed Agreement
3. Quote - BH060624-01 Sherman chn and flt two basins NO installation
4. Site Map

5. Signed Agreement

RESOLUTION NO. 7324

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH WWATERTECH, INC., FOR THE POLYCHEM CHAIN AND FLIGHT SLUDGE COLLECTION SYSTEM REPLACEMENT MATERIALS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to contract with WWaterTech, Inc., for PolyChem Chain and Flight Sludge Collection System Replacement Materials in the amount of One Million Two Hundred Thirty-Eight Thousand Dollars and Zero Cents ($1,238,000.00).

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT FOR POLYCHEM CHAIN AND FLIGHT SLUDGE COLLECTION SYSTEM EQUIPMENT AND SERVICES

The **Greater Texoma Utility Authority**, a political subdivision of the State of Texas ("GTUA"), and **WWaterTech, Inc.,** a Texas corporation ("Contractor"), hereby enter into this Agreement for PolyChem Chain and Flight Sludge Collection System Replacement Materials, Installation and Services ("Agreement"). GTUA and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, GTUA contacted Contractor, seeking Polychem Chain and Flight Sludge Collection System replacement materials for the water treatment plant operated by the City of Sherman ("City"); and

WHEREAS, Contractor provided a proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Proposal"), seeking to provide such materials and services; and

WHEREAS, based on Contractor's representations, including those representations set forth in the Proposal, Sherman has selected Contractor to provide the materials and services as described in the Proposal under the terms and conditions of this Agreement (the "Project"); and

WHEREAS, the parties agree that the GTUA is exempt from competitive bidding requirements in connection with this Agreement and the Project pursuant to Section 252.022 of the Texas Local Government Code, including but not limited to subsections (a)(2) and (a)(7) of that statute.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services, equipment, supplies and deliverables that are described in the Proposal on the terms and conditions set forth in the Agreement Documents (as defined below), and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   All Services in connection with this Project must be completed, inspected and accepted by GTUA within 252 days of GTUA issuing a written notice to proceed to the Contractor. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to the satisfaction of GTUA and the City.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, GTUA agrees to pay Contractor in accordance with the pricing

terms of the Proposal attached as Exhibit A. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

GTUA shall pay Contractor within thirty (30) days of receipt of an invoice, unless supporting receipts or other supporting documentation have been requested by GTUA, in which case GTUA shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case GTUA shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, GTUA shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which closes on September 30th of each calendar year, shall be subject to approval by GTUA's governing body. In the event that GTUA's governing body does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.
The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. The Proposal, attached hereto as Exhibit A;

C. GTUA's Insurance Requirements, attached hereto as Exhibit B;

D. Affidavit of No Prohibited Interested, attached hereto as Exhibit C; and

E. Conflict of Interest Questionnaire, attached hereto as Exhibit D.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C and Exhibit D are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit B, Exhibit C, Exhibit D and Exhibit A shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, GTUA's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in GTUA's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to GTUA. Contractor also shall comply with all other requirements set forth in Exhibit B.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City's City Charter. Contractor shall execute and deliver to GTUA the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to GTUA the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM

CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. GTUA and the City assume no such responsibility or liability. GTUA and the City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify GTUA in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.
GTUA or the City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

GTUA or the City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then GTUA or the City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by GTUA or the City shall not be deemed a waiver of any other right or remedy of GTUA or the City.

If after exercising any remedy provided herein, the cost to GTUA of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse GTUA for such excess, without waiver of any other right or remedy of GTUA.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of GTUA and the City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to GTUA as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, GTUA and the City have not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns

when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: WWaterTech, Inc.
Attn: Wes Holt
3104 Washington, St
Waller, TX 77484
Telephone: (936) 372-5272
Email: wholt@wwatertechinc.com

Commented [RP1]: Please complete.

If to GTUA, to: Greater Texoma Utility Authority
Attn: Paul Sigle
5100 Airport Drive
Denison, TX 75020
Telephone: (903) 786-4433
Email: paul@gtua.org

If to City, to: City of Sherman
Attn: Clint Philpott, P.E.
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7203
Email: clintp@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of GTUA; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of GTUA and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to GTUA.
When referring to "GTUA" herein, this Agreement shall refer to and be binding upon GTUA, its governing body, officers, agents, representatives, employees and/or any other authorized third parties for whom GTUA is legally responsible.

29. Third-Party Beneficiary.
GTUA and Contractor agree the City is an intended third-party beneficiary of their respective obligations under this Agreement and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies in the event a party breaches any term or provision of this Agreement, it being the intent of GTUA and Contractor to confer direct benefits on the City under this

Agreement. In addition, GTUA and Contractor agree that the City is entitled to exercise all rights of GTUA under this Agreement. Notwithstanding any statement to the contrary in this Agreement, the City has no obligations to either GTUA or Contractor under this Agreement.

30. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with GTUA, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with GTUA, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with GTUA, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

32. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

33. Duty to Facilitate Compliance with Public Information Act.
(a) The obligations in this provision apply if this Agreement (1) has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by GTUA; or (2) results in the expenditure of at least $1 million in public funds for the purchase of goods or services by GTUA in a fiscal year of GTUA.
(b) If this Agreement is described in subsection (a) above, Contractor shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to GTUA for the duration of this Agreement;
(2) promptly provide to GTUA any contracting information related to this

Agreement that is in the custody or possession of Contractor on request of GTUA; and

(3) on completion of this Agreement, either: (A) provide at no cost to GTUA all contracting information related to the contract that is in the custody or possession of Contractor; or (B) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to GTUA.

(c) As used in this provision, the term "contracting information" shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.

(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement, and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

GREATER TEXOMA UTILITY AUTHORITY

By: _____
Printed Name: _____
Title: _____
Date: _____

WWATERTECH, INC.,
a Texas corporation

By: _____
Printed Name: Steve Holt
Title: President
Date: 6-14-24

Exhibit A
Proposal

[___ *pages attached hereto*]

Exhibit B
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name GTUA and the City of Sherman and their respective officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to GTUA and the City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against GTUA and the City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by GTUA, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to GTUA prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

	Coverage Required	Limits
X	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.

___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.	
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.	

_X_ 6. GTUA, the City and their respective officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage GTUA and the City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against GTUA and the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name GTUA and City as additional insureds must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit C
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with GTUA, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2024.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2024.

_____
Notary Public in and for the State of _____
My commission expires: _____

Exhibit D

Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

WWatertech, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity — Date: 6-19-24

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 1/1/2021

WaterTech Inc.
Water & Wastewater Technology
PROCESS EQUIPMENT

QUOTATION

3104 Washington St.
Waller, TX 77484
P: (936) 372-5272 ♦ F: (936) 372-9224

TO: **City of Sherman/GTUA**
243 Cima Road
Sherman, TX 75092
Email: jimcross@cityofsherman.com

ATT: **Jim Cross**
PH: 903-892-7258
FAX:

DATE	QUOTE NO.	PAGE 1 OF 15
7-Jun-24	BH060624-01	

Sherman WTP

FOR MORE INFORMATION CONTACT

Bill Hallcroft (214)-728-5539

Summary of Project: Replace Chain and flight in two basins

Scope of Supply

Prices Valid For Thirty(30) Days
Freight: F.O.B. Factory/F.F.A
Terms: Net 30 Days - No Retentions

1. If submittals are required with your order, they will be supplied according to the manufacturer's schedule.
2. Shipping schedules are based on current material availability and procurement lead times, at time of order. Equipment availability will be verified at the time of order and delivery dates will be adjusted accordingly, if applicable.

THIS QUOTATION IS SUBJECT TO THE ATTACHED GENERAL TERMS AND STANDARD CONDITIONS OF SALE - TWO (2) PAGES

ITEM	QTY	DESCRIPTION	UNIT COST	TOTAL COST
1	1	Lot Brentwood Polychem chain and flight equipment per the attached.	$1,223,000.00	1,223,000.00
				-
				-
2	1	Lump sum adder for pre-installation meeting and installation oversight	$15,000.00	$15,000.00
				-
				-
				-
				-
			TOTAL PRICE	**1,238,000.00**

****All Orders Are Processed in the Waller, Texas Office****

Is Freight Included: (x) Yes ( ) No

Delivery:* 16-20 Weeks *(after approved drawings, if applicable)*
*Subject to availability at time of order

Sales Representative Name
Bill Hallcroft Bill Hallcroft

Signed & Accepted this _____ day of _____ 2024

NOTES:

1. Startup, installation or sales tax is not include in this quote.
2. Sale Tax Certificate and W9 have to be supplied with signed quote or PO.
3. First time orders are subject to verifiable credit references.
4. Unless otherwise noted above, FREIGHT is not included in quote.
5. Purchase Orders are required on orders over $ 5,000.00.
6. If applicable, a Project Info form will be supplied and must be completed and returned before submittals and/or shipment occurs.

_____
(Name) (Title)

_____
(Printed Name)

GENERAL TERMS

Terms of payment are as follows: 90% upon shipment, 5 % upon receipt of approved final O&M manuals, and 5% upon start-up, not to exceed ninety (90) days from shipment, for payment within thirty (30) days of invoice, -- % discount, net thirty (30) days.

This quotation is subject to change or withdrawal without notice, and subject to acceptance within thirty (30) days by Buyer. If accepted by the Buyer, this Proposal shall become a binding contract only when approved and signed by an authorized officer of the Seller, at its office in Waller, Waller County, Texas, and may then be modified by written agreement only. No statements or understanding relating to the subject matter, other than those set forth herein, shall be binding on WwaterTech, Inc. (**WTI**).

All orders, contracts and quotations are submitted contingent upon occurrence of strikes, accidents, fire, riots, war, and Acts of God, and any other causes beyond our control. In the event of strikes in our plants or in the plants of our supplier, we may withdraw this Proposal if, in our opinion, such strikes may result in the following:

1, Delay in the delivery of materials and supplies.
2. Cancellation by suppliers of materials and supplies.
3. Increase prices for materials, supplies and labor.

Quoted shipment or delivery dates are based upon current production schedules of the specified equipment, after receipt of all approved drawings, together with complete technical data necessary for proper application and "state-of-the-art" engineering, as required by the Project. **WTI**, will deliver drawings for approval in a timely manner commensurate with the original concept of completion, as conceived by the Owners and/or Engineers. **WTI**, will not be liable for liquidated damages or other penalties, either direct or indirect, for failure to perform within these estimated dates.

The Standard Conditions of Sale printed on the attached side of this sheet, unless expressly accepted herein, are part of this Quotation. Any provisions in the Purchase Order, which are in conflict with or in addition to the provisions provided herein, shall be come part of the contract only if affirmatively accepted in writing by Buyer and Seller.

END

STANDARD CONDITIONS OF SALE

1) ACCEPTANCE

This contract is subject to credit approval by the Seller (WwaterTech, Inc.) prior to acceptance. In the event of insolvency or other financial difficulty on the part of the Buyer, the Seller may withhold or require payment in advance or seek such other security, as it deems necessary.

2) PAYMENT

Buyer agrees to pay Seller interest at the highest legal rate on any amount unpaid from maturity and Buyer further agrees to pay Seller all collection or attorney's fees and court costs incurred; under no conditions will credit be extended beyond ninety (90) days without the applicable statutory and common laws liens being filed.

3) CANCELLATION

In the event Buyer cancels the contract or any part thereof, Buyer agrees to reimburse Seller for any costs incurred; including engineering time expended on the pre-approval and approval drawings as well as shop drawings and direct labor with overhead burden, materials and other costs incurred through the date of cancellation, plus a margin of 10% of the contract amount.

4) TAXES

Buyer will pay Seller, in addition to the price stated, the amount of any applicable sales, and gross receipts or other tax which may be imposed on this transaction by the Federal, State, County or Municipal government and any subdivision thereof.

5) TITLE AND RISK OF LOSS

Full risk of loss (including transportation, delays, damages and/or losses) shall pay to Buyer upon delivery of products to the F.O.B. point or at the time of installation, if provided for in the contract. Seller retains title, for security purposes only, to all products whether attached to realty or other property, until fully paid for in cash; and the Buyer agrees to perform all acts, which may be necessary to perfect and assure retention of title in the Seller. In the case of failure by the Buyer to make any payment when due, it is expressly understood that it shall be optional with the Seller to take exclusive possession of the products supplied wherever found and remove same without legal process, and that any payments which may have been made on account of same shall be retained by the company as liquidated damages, without prejudice to its right or recovery for further damage it may suffer from any cause.

6) WARRANTY AND LIMITATION OF REMEDY AND LIABILITY

A. Seller warrants only that the products and parts manufactured by Seller, when shipped, and the work performed by Seller (including installations, construction and start-up) when performed, will meet all applicable specifications and other specific product and work requirements (including those of performance), if any, of this agreement, and will be free from defects in material and workmanship. All claims for defective or non-conforming (both hereinafter called defective) products or parts under this warranty shall be made in writing immediately upon discovery, and in any event, within one (1) year from shipment of the applicable item unless Seller specifically assumes installation, construction or start-up responsibility, in all claims for defective or non-conforming work shall be made in writing immediately upon discovery, and in any event, within one (1) year from completion of the applicable work by Seller, such date to be determined exclusive of instruction, start-up and inspection work done pursuant to the contract; provided, however, all claims for defective products and parts shall be made in writing no later than eighteen (18) months after shipment. Defective and non-conforming items must be held for Seller's inspection and returned to the original F.O.B. point upon request. THE FOREGOING IN EXPRESSLY IN LIEU OF OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED AND SATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MECHANTABILITY AND FITNESS.

B. Any act of the Buyer to alter, modify, or install equipment in a manner contrary to the instructions furnished by the Seller shall serve to void the Seller's warranty on those items altered, modified or improperly installed.

C. Upon Buyer's submission of a claim as provided herein and substantiation, Seller shall at the option either repair or replace its product, part or work at the original F.O.B. point of delivery or to refund an equitable portion of the purchase price.

D. Notwithstanding the foregoing provisions of this WARRANTY AND LIABILITY Clause, it is specifically understood that products and parts not manufactured and work not performed by Seller are warranted to the extent and in the manner that the same are warranted to Seller by Seller's vendors, and then only to the extent is reasonably able to enforce such warranty. In enforcing such warranty, it is understood Seller shall have no obligation to initiate litigation unless Buyer undertakes to pay all costs and expenses therefor, including, but not limited to, attorney's fees, and indemnifies Seller against any liability to Seller's vendors arising out of such litigation.

E. THE FOREGOING IS SELLER'S ONLY OBLIGATION AND BUYER'S EXLUSIVE REMEDY FOR BREACH OF WARRANTY AND, EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT. THE FOREGOING IS BUYER'S EXCLUSIVE REMEDY AGAINST SELLER FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES. BUYER'S FAILURE TO SUBMIT A CLAIM AS PROVIDED ABOVE SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON LATENT DEFECTS. IN NO EVENT SHALL BUYER BE ENTITLES TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY ACTION BY BUYER ARISING HEREUNDER OR RELATING HERETO, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT SHALL BE BARRED.

7) PATENTS

Should the equipment proposed herein incorporate a patent or a concept that results in a patent or a patent application, title to such patent or concept resulting therefrom shall be retained in full ownership by WwaterTech, Inc. (WTI) and shall be the sole property of WTI.

8) BACKCHARGES

Seller will not accept any charge for modification, servicing, adjustment or for nay other item without authority in the form of a written order issued from the office of WTI, in Waller, Texas, in advance of doing the work.

9) TERMS OF AGREEMENT

The acceptance of this order shall be upon the terms and conditions specified herein which shall take precedence and represent the final agreement between Buyer and Seller notwithstanding any inconsistent, contradictory or other and further terms and conditions contained in Buyer's purchase order or other document furnished by Buyer in connection with this order, whether such document or documents are exchanged simultaneously with this order or prior to subsequent thereto.

BUDGETARY PROPOSAL #WG05219_R6	SHERMAN, TX - WTP - TWO SEDIMENTATION BASINS REFURBISHMENT

April 18, 2024

Attn: Bill Hallcroft
WWaterTech, Inc.
3901 Airport Freeway, Suite 305
Bedford TX 76021
USA
Phone: (817) 358-0551
Fax: (817) 358-0552
email: bhallcroft@wwatertechinc.com

Re: Sherman, TX - WTP - Two Sedimentation Basins Refurbishment
Polychem™ Chain and Flight Sludge Collection System

POLYCHEM SOLUTIONS PROPOSAL

Brentwood Industries, Polychem Brand, proposes and offers to supply all materials and services as an Approved manufacturer and in general accordance with Brentwood's standard practices and specifications, clarifications, and information provided.

TECHNICAL SPECIFICATION(S): N/A

SECTION(S): N/A
ADDENDA RECEIVED: N/A

BRENTWOOD PROPOSES TO FURNISH POLYCHEM CHAIN AND FLIGHT EQUIPMENT AS FOLLOWS:

Six (6) Longitudinal Collector Mechanisms, Approximately
151 FT Long x 14 FT Wide x 15.8 FT AWD, 3 Shaft System
and
Two (2) Cross Collector Mechanisms, Approximately
40 FT Long x 6 FT Wide x 18.8 FT AWD, 3 Shaft System

Please note this proposal is based upon the evaluation of Sedimentation Basin #1 and the corresponding Polychem Solutions field report.

This proposal has been prepared as a complete Polychem Solutions package and is optimized to address your specific needs. It incorporates project level cost savings where applicable. If line item pricing is required, please understand that additional time will be required and individual prices will result in an increased overall price to account for item specific packaging fees and freight premiums.

BUDGETARY PROPOSAL #WG05219_R6	SHERMAN, TX - WTP - TWO SEDIMENTATION BASINS REFURBISHMENT

***ITEMS INCLUDED:**

ITEM	DESCRIPTION / MATERIAL
Drive Chain	NH78, Reinforced Nylon Resin w/ GritShield 301 SS Barrel Wrap and 303 SS Pins
Collector Chain Pins and Retainer Clips	Glass Reinforced Nylon Pins w/ Acetal Retainer Clips
Collector Chain Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin
Half Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin, 3-inch Pitch
Flight Attachment Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin, F-22-8
Flights (Longitudinal Collectors)	3"x8" nominal C-Channel w/ Integral Lip, Fiberglass Reinforced Plastic, spaced at 10 Ft (3.05 m) intervals
Flights (Cross Collectors)	3"x8" nominal C-Channel w/ Integral Lip, Fiberglass Reinforced Plastic, spaced at 5 Ft (1.52 m) intervals
Wear Shoes	Nylon 6-6
Hardware	316 SS
Flight Floor Squeegee Assemblies (2 Per long)	Neoprene w/FRP Backing and 316 SS Hardware
Fillerblocks	Polypropylene
Headshaft Spindles	Cast Nylon-6
Headshaft(s)	Biaxially Wrapped Fiberglass Epoxy Tube(s) w/ Internal UHMW-PE Tubular Bearings
Driven Sprocket(s)	NH78, 40T, Cast Nylon-6, w/integral teeth
Collector Sprockets for Headshaft(s)	NCS-720-S, 23T, Cast Nylon-6
Set Collars	Split, Cast Nylon-6, w/ 316 SS Clamping Band
Headshaft Keys	Glass Reinforced Nylon 6-6
Collector Sprockets for Stub Shafts	NCS-720-S, 17T, Cast Nylon-6
Idler Stub Shafts	Cast Nylon-6 w/UHMW-PE Outer Journal Bearing

BUDGETARY PROPOSAL #WG05219_R6	SHERMAN, TX - WTP - TWO SEDIMENTATION BASINS REFURBISHMENT

***ITEMS INCLUDED (Continued):**

ITEM	DESCRIPTION / MATERIAL
Retainer Plate for Stub Shafts	Polycarbonate
Wall Bracket Supports for Return Track	Glass Reinforced Nylon 6-6
Run Shoe to Splice Wall Bracket to Return Track	Nylon 6-6
Return Track	3"x8" nominal C-channel, Fiberglass Reinforced Plastic
Wear Strip	UHMW-PE - 1/2" thick x 2-5/8" wide
Chain Tightener(s) for Drive Chain	Nylon 6-6 7T Sprocket w/ Cast Nylon-6 Arm and FRP Adjustable Mounting Bracket
Limit Switch	DPDT, Cutler Hammer, Zinc Die Cast, NEMA 4X, SS Arm
Torque Limiter	Ball Detent Type, 316SS
Drive Sprocket	Nylon-6
Drive Unit Output Shaft	304 SS
Drive(s) - Dual, Each Driving (2) Long Collectors	SEW Eurodrive Helical-Bevel Gear box (DIN-ISO) with integral mount SEW Motor (IEC), 1/2 HP, 3 PH, 60 Hz, 230/460 VAC
Drive(s) - Single, Each Driving (1) Collector	SEW Eurodrive Helical-Bevel Gear box (DIN-ISO) with integral mount SEW Motor (IEC), 1/2 HP, 3 PH, 60 Hz, 230/460 VAC
Base Plate for Drive Unit(s)	304 SS
Chain Guard for Drive Chain	304 SS
Pillow Block Bearing and Support (if required)	Cast Iron Bearing with Stainless Steel Support
Anchor System	316 SS
Adhesive for Anchors w/ Dispenser	Hilti
*	Above Item Descriptions/Materials may vary slightly after engineering and consultant review.

BUDGETARY PROPOSAL #WG05219_R6	SHERMAN, TX - WTP - TWO SEDIMENTATION BASINS REFURBISHMENT

The following total estimated spare parts will be furnished for this project. After engineering, quantities may vary from quantities listed below. Spare Parts will be packaged separately and plainly identified.

SPARE PARTS INCLUDED	
QTY	**DESCRIPTION**
20	feet of drive chain
10%	of all collector chain furnished
10%	of all chain-to-flight attachment links furnished
5	longitudinal flights complete with wear shoes, fillerblocks, and hardware
1	replacement 11T drive sprocket (sprocket plate only)
5	Cross Collector Flights complete with wear shoes, fillerblocks, and hardware

ITEMS SPECIFICALLY NOT INCLUDED	
1	SmartGuard Flight and Sprocket Monitoring System
2	Rotating Scum Troughs or Helical Skimmers
3	Control Panel(s)
4	Effluent Troughs, Weirs, Baffles
5	Seismic Calculations
6	Hold Down Rail, 304 SS
7	Tank Measurements
8	PE Stamp of Submittals
9	Triple or Right Angle Drives Operating Two (2) Common Longs & Cross Collector

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Brentwood meets or exceeds the specification as written except for items listed in the below table. Brentwood offers the following clarifications and/or deviations to the specification

	CLARIFICATIONS
	The following Field Services are included in the base scope in addition to two (2) trips for the final inspection of installed components: One (1) trip for two (2) mandays on site to include a contractor pre-installation meeting and installation oversight on the first tank. Typically a half day is allowed for the pre-installation meeting and 1.5 days is allowed for the installation oversight.

BUDGETARY PROPOSAL #WG05219_R6	SHERMAN, TX - WTP - TWO SEDIMENTATION BASINS REFURBISHMENT

EXISTING CONCRETE STRUCTURE (IF APPLICABLE):

Pricing and schedule are based on limited structural information provided at the time of quotation and assume the necessary existing tank dimensions will be provided by purchaser in a timely manner to facilitate the start of submittals. In lieu of customer supplied tank dimensions, purchaser may elect to procure Brentwood's Tank Measurement services. Should the verified tank dimensions and equipment conditions differ from the information provided for quotation, and/or require special bracketry or supporting structures, Brentwood reserves the right to revise pricing and schedule accordingly. Delays associated with receipt of complete tank measurements, incomplete information from RFI's, and release and approval to manufacture may result in changes to the price and schedule.

TANK MEASUREMENTS:

Tank Measurements are NOT included in this price or proposal, but can be provided and billed per attached published field labor and expense rates. If measurement services are purchased, Brentwood will require the assistance of one (1) person while on site to support tank measurements, and tanks must be completely drained and cleaned before entrance. In addition, customer / contractor shall supply all necessary equipment to safely access tanks (ladders, lighting, etc.). Tank measurement services require a minimum 2 week notice and are based on technician availability.

SUBMITTALS:

Based upon the budgetary nature of this proposal, submittals are not included in the price. In the event that the scope of any options and delivery can be refined, lead time and pricing for any requested submittals will be included in future revisions.

TIME AND DELIVERY:

1. **Brentwood will advise the current engineering lead time required to review existing structural and equipment information, design equipment layout within the tank, and develop a bill of materials after receipt of a purchase order.**
2. **We further propose to furnish the equipment approximately fourteen (14) weeks after receipt of required dimensions and completion of engineering work which will constitute release to manufacturing.**
3. **Final lead time will be confirmed after receipt of executed purchase order and order is fully processed.**

FREIGHT:

Freight allowed, best way, point of manufacture to job site. Requests for specific methods of shipment will be at requestors' expense. On-site transportation, unloading, and storage costs by others.

WEIGHT AND VOLUME:

Estimated weight is 37,300 Lbs. Estimated volume is Two (2) Truck(s).

TAXES:

Pricing does not include any States' sales tax if applicable, unless otherwise stated.

BUDGETARY PROPOSAL #WG05219_R6	SHERMAN, TX - WTP - TWO SEDIMENTATION BASINS REFURBISHMENT

SCHEDULE OF VALUES & PAYMENT TERMS:

1. 100% Net 30 Days from i)shipment of material or ii) Seller's notification to Buyer of finished materials ready for shipment & being held at Brentwood's facility beyond scheduled shipment date, whichever occurs first.
2. These terms are not contingent upon or in conjunction with any agreement purchaser has with other parties.
3. For Brentwood Water & Wastewater Standard Terms and Conditions visit: https://www.brentwoodindustries.com/terms/

ESCALATION:

The price(s) quoted are subject to adjustment to reflect increases in material cost(s), should these increases in price exceed 3% during the specified Schedule of Construction. Increases are based on price indexes for PVC (ChemData) and Stainless Steel (MEPS International), which can be provided upon request. It is understood and agreed that it will be Brentwood's option whether to invoke escalation, should the price exceed this amount.

BILL AND HOLD:

If Purchaser fails to take delivery on any scheduled delivery date based on the terms of the executed purchase Agreement, Brentwood reserves the right to reallocate any Product to other projects and reschedule production for the delayed Product. Purchaser will be required to accept any increase in price associated with the repurchase of material to fulfill the purchased Product requirements and the Product Delivery Date will be rescheduled in conjunction with current production schedules.

If the Purchaser requests that Brentwood holds Product in excess of an agreed upon delivery date and Brentwood agrees to hold the Product, Purchaser will provide written notification to Brentwood to store the Product at its facilities for a period of time prior to shipment ("Bill and Hold"). Brentwood will provide written confirmation of the Bill and Hold to Purchaser, including a Statement of Transfer of Title and invoice.

Payment for the Bill and Hold material is due in accordance with the agreed upon terms in the executed purchase Agreement except to the extent dates must be adjusted due to delivery rescheduling, in which case adjusted dates will be shown on the invoice. All payments will be made in accordance with the invoiced payment terms and instructions. For all Bill and Holds, Purchaser acknowledges that (i) they have made a fixed commitment to purchase the Product, (ii) risk of ownership for the Product passes to Purchaser upon signing Statement of Transfer, (iii) Purchaser has requested that the Product be on a Bill and Hold basis for legitimate business purposes, (iv) if no delivery date is determined at the time of invoicing and Statement of Transfer and Brentwood does not receive a request for delivery within two (2)months from the Bill and Hold invoice date, Brentwood has the right to release the shipment upon written notice to Purchaser any time following the two (2) month period from Bill and Hold invoice date. Brentwood shall be entitled to storage charges of 1 ½% per month of the purchase value of stored material beginning 30 days after Bill and Hold invoice date and continuing until the Product is picked up by Purchaser or shipped by Brentwood. Upon receipt of request from Purchaser to ship the stored Product, Brentwood shall use commercially reasonable efforts to ship the Product within two (2) to 4 (four) business weeks following confirmed receipt of such request.

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VALIDITY:

This proposal is valid for a period not to exceed 60 days from latest date shown above unless extended by Brentwood in writing. Pricing on this project is based upon shipment schedule as shown above. Extensions to delivery timelines or requests for staged shipments may require renegotiation of pricing.

FIELD SERVICE STARTUP AND TRAINING:

The services of a qualified Brentwood field technician is included to assist in inspection of installed equipment, startup and field testing on each clarifier and operator training. A separate field service trip is included for installation oversight on the first clarifier. Duration limited to Three (3) trip(s) for Six (6) man-day(s) on site total. Non use of contractual field service days does not generate a credit on this project. Field service requires a minimum 2 week notice and is based on technician availability. Less notice may be accommodated with additional costs. If field service is not used within 180 days of shipment of equipment, it will be considered closed and no longer available as part of the project price.

OPERATION AND MAINTENANCE MANUALS:

Unless otherwise specified, one (1) digital copy of our O&M manual and installation and layout drawings will be furnished on or before shipment of equipment. Digital copy can be downloaded from our FTP site or finished on a USB Flash drive. Digital copy of O&M shall be in Adobe pdf format and be locked and uneditable.

WARRANTY:

Brentwood warrants material supplied on this project to be free from defects in workmanship or materials for a period of twelve (12) months from date of certification by an authorized Brentwood representative or eighteen (18) months from date of shipment, whichever shall occur first. Warranty excludes labor to install or remove parts. Chain and flight system is designed for continuous operation, and intermittent operation is not recommended due to potential for excess sludge build up. Damage resulting from intermittent operation of chain and flight equipment is not covered under this warranty.

PAINTING AND COATINGS:

Stainless Steel and plastic equipment shall not be painted. Unless otherwise specified, all ferrous wetted components will be provided with a surface preparation of SSPC-SP10 Near White Metal and a shop primer 1 coat of TNEMEC 91-H20 Hydro Zinc @3.0 to 3.5 Mils D.F.T. It is the responsibility of the contractor to ensure finish paint is compatible with specified primer. Any adhesion issues between coats are not the responsibility of Brentwood. The top coat must be applied within 6 months of the prime coat, otherwise the assembly surface will need to be abraded or the primer will need to be removed and surface preparation redone prior to application of the top coat, by others. OEM components above deck (drive units, bearings, actuators, etc.) shall be furnished with manufacturer's factory finish.

AMERICAN IRON AND STEEL ACT:

Per Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Brentwood's Polychem brand clarifier System and accessories is considered a mechanical system and is not considered construction material or structural steel subject to AIS requirements.

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GENERAL EXCLUSIONS*:

1. Contractor/customer shall be responsible for field verification of all dimensions.
2. Foundations, supports for Polychem equipment (diaphragm plates) or special mounting plates.
3. Bid, performance, supply, or maintenance bonds.
4. Installation of equipment and anchor systems, concrete, sealing compounds, shim stock or grout.
5. Grouting behind idler stub shafts, head shaft spindles, & return track wall brackets is not included, but is required for these systems.
6. Tools or spare parts (unless listed elsewhere in this Proposal).
7. All reducer oil, bearing grease, or other lubricants.
8. Field paint, touch-up, finish painting, or finish coatings.
9. Unloading, hauling, erection, and storage of equipment.
10. Grease line piping (unless listed elsewhere in this Proposal) or grease guns.
11. Any electrical components or controls not shown in items included section of this Proposal.
12. All control panels (unless listed elsewhere within this Proposal), unistrut supports / mounting for control panels, electrical conduit, wires, or wiring, wire fittings, or boxes.
13. Wall Sleeves for scum troughs, weirs, baffles, overflow weirs, effluent troughs.
14. Anchor pull out testing.
15. PI&D drawings
16. Conduit sizing or drawings.
17. Detailed specific storage plans or maintenance schedules for installed equipment outside of Brentwood's standard maintenance and preventative maintenance information.
18. Factory assembly of components.
19. Any component shown or described on a drawing and not included in the Items Included section of this Proposal, or any component or service not shown in this Proposal.

**unless above items are listed as included elsewhere in this Proposal, they are excluded.*

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PRICING SUMMARY:

LUMP SUM TOTAL BASE PRICE: Per Cover

THE FOLLOWING BASE OPTIONS* ARE AVAILABLE FOR YEARLY PM OVERSIGHT INSPECTION CONTRACTS:

PM EVALUATION (PER TRIP BASIS), THREE YEAR & FIVE YEAR CONTRACT OPTIONS AVAILABLE (STARTING AT TWO TRIPS PER YEAR)

EACH OPTION ABOVE INCLUDES THE FOLLOWING: ALL MEALS, HOTEL, TRAVEL COSTS, EXPENSES, INSPECTION REPORT

THE POLYCHEM SOLUTIONS TEAM WILL EVALUATE THE TANK(S) AND PROVIDE A COMPREHENSIVE TRIP REPORT ON EQUIPMENT CONDITION AND SERVICE STATUS TRIPS WILL BE SCHEDULED ACCORDING TO THE PLANT'S ROUTINE PM SCHEDULE

***OPTIONS ABOVE CAN BE MODIFIED TO ACCOMMODATE SPECIFIC PLANT REQUIREMENTS**

Proposal Submitted By:

Ryan Putt
Ryan Putt, Upgrades & Solutions Specialist
Brentwood Industries, Polychem Brand
email: ryan.putt@brentwoodindustries.com

Polychem SOLUTIONS

FIELD SERVICE RATES

EFFECTIVE
2022 - 2025

Domestic Daily Rates per 8 Hour Day

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	$1,890.00	$2,003.00	$2,123.00	$2,250.00
OT and Saturday	$2,827.00	$2,996.00	$3,175.00	$3,365.00
Sunday and Holiday	$3,780.00	$4,006.00	$4,246.00	$4,500.00

International Daily Rates per 8 Hour Day

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	$2,268.00	$2,404.00	$2,548.00	$2,701.00
OT and Saturday	$3,402.00	$3,606.00	$3,822.00	$4,051.00
Sunday and Holiday	$4,538.00	$4,810.00	$5,099.00	$5,404.00

Definition of Labor Rates

Straight time applies to first eight (8) hours worked and traveled Monday through Friday. Any time worked over 8 hours, up to four (4) hours worked and traveled past eight (8) on Monday through Friday, first twelve (12) hours worked on Saturday will be charged at overtime rate. Standby time will be charged at the applicable rate. In case of long-term assignments, Field Service personnel will be rotated at Buyer's expense.

Expenses

Meals, lodging, and incidental expenses will be billed at cost + 15%. Employee travel expenses will be charged at cost +15% for airfare, rental vehicles, taxis and freight. Mileage rate is $0.95 per mile. Rental of lifting or other special equipment, outside inspection services, additional sub contracted services, etc. will be cost +15%.

Notes:

1. This rate sheet supersedes all previously issued rate sheets.
2. All prices in US dollars.
3. Any "site-specific" training required will be billed as time worked.
4. Customer to furnish water, oils, solvents and will dispose of same. Customer will also furnish power and air, parts, ladders, access to job-site, overhead crane upon request, and all necessary work permits.
5. Rates are "Portal-to-Portal". Travel time, to and from the site, will be considered hours worked and billed at the applicable rate.
6. Stand-by time will be considered hours worked and billed at the applicable rates according to the following:
   a. Stand-by from home base – 8 hours per day.
   b. Stand-by while mobilized and in the field – 8 hours per day.
7. A 4-hour minimum will apply to all service work.
8. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
9. This offer is subject to Buyer's acceptance of the Conditions above.
10. This offer and any work performed as a result are exclusively governed by our Terms and Conditions attached. Any additional or conflicting terms contained in any document or purchase order issued authorizing work are expressly objected to in advance and shall not apply, except with the express written consent from Brentwood Industries.

La Cima Rd
Water Treatment
Flocculation / Sedimentation
Basin Rehab
N
0 150 300 600
Feet
Esri Community Maps Contributo
© OpenStreetMap contributors
Sherman
CLASSIC TOWN. BROAD HORIZON.

AGREEMENT FOR POLYCHEM CHAIN AND FLIGHT SLUDGE COLLECTION SYSTEM EQUIPMENT AND SERVICES

The **Greater Texoma Utility Authority**, a political subdivision of the State of Texas ("GTUA"), and **WWaterTech, Inc.,** a Texas corporation ("Contractor"), hereby enter into this Agreement for PolyChem Chain and Flight Sludge Collection System Replacement Materials, Installation and Services ("Agreement"). GTUA and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, GTUA contacted Contractor, seeking Polychem Chain and Flight Sludge Collection System replacement materials for the water treatment plant operated by the City of Sherman ("City"); and

WHEREAS, Contractor provided a proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Proposal"), seeking to provide such materials and services; and

WHEREAS, based on Contractor's representations, including those representations set forth in the Proposal, Sherman has selected Contractor to provide the materials and services as described in the Proposal under the terms and conditions of this Agreement (the "Project"); and

WHEREAS, the parties agree that the GTUA is exempt from competitive bidding requirements in connection with this Agreement and the Project pursuant to Section 252.022 of the Texas Local Government Code, including but not limited to subsections (a)(2) and (a)(7) of that statute.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services, equipment, supplies and deliverables that are described in the Proposal on the terms and conditions set forth in the Agreement Documents (as defined below), and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   All Services in connection with this Project must be completed, inspected and accepted by GTUA within 252 days of GTUA issuing a written notice to proceed to the Contractor. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to the satisfaction of GTUA and the City.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, GTUA agrees to pay Contractor in accordance with the pricing

terms of the Proposal attached as Exhibit A. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

GTUA shall pay Contractor within thirty (30) days of receipt of an invoice, unless supporting receipts or other supporting documentation have been requested by GTUA, in which case GTUA shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case GTUA shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, GTUA shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which closes on September 30th of each calendar year, shall be subject to approval by GTUA's governing body. In the event that GTUA's governing body does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.
The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. The Proposal, attached hereto as Exhibit A;

C. GTUA's Insurance Requirements, attached hereto as Exhibit B;

D. Affidavit of No Prohibited Interested, attached hereto as Exhibit C; and

E. Conflict of Interest Questionnaire, attached hereto as Exhibit D.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C and Exhibit D are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit B, Exhibit C, Exhibit D and Exhibit A shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, GTUA's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in GTUA's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to GTUA. Contractor also shall comply with all other requirements set forth in Exhibit B.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City's City Charter. Contractor shall execute and deliver to GTUA the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to GTUA the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM

CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. GTUA and the City assume no such responsibility or liability. GTUA and the City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify GTUA in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.
GTUA or the City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

GTUA or the City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then GTUA or the City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by GTUA or the City shall not be deemed a waiver of any other right or remedy of GTUA or the City.

If after exercising any remedy provided herein, the cost to GTUA of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse GTUA for such excess, without waiver of any other right or remedy of GTUA.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of GTUA and the City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to GTUA as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, GTUA and the City have not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns

when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: WWaterTech, Inc.
Attn: Wes Holt
3104 Washington, St
Waller, TX 77484
Telephone: (936) 372-5272
Email: wholt@wwatertechinc.com

Commented [RP1]: Please complete.

If to GTUA, to: Greater Texoma Utility Authority
Attn: Paul Sigle
5100 Airport Drive
Denison, TX 75020
Telephone: (903) 786-4433
Email: paul@gtua.org

If to City, to: City of Sherman
Attn: Clint Philpott, P.E.
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7203
Email: clintp@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of GTUA; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of GTUA and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to GTUA.
When referring to "GTUA" herein, this Agreement shall refer to and be binding upon GTUA, its governing body, officers, agents, representatives, employees and/or any other authorized third parties for whom GTUA is legally responsible.

29. Third-Party Beneficiary.
GTUA and Contractor agree the City is an intended third-party beneficiary of their respective obligations under this Agreement and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies in the event a party breaches any term or provision of this Agreement, it being the intent of GTUA and Contractor to confer direct benefits on the City under this

Agreement. In addition, GTUA and Contractor agree that the City is entitled to exercise all rights of GTUA under this Agreement. Notwithstanding any statement to the contrary in this Agreement, the City has no obligations to either GTUA or Contractor under this Agreement.

30. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with GTUA, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with GTUA, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with GTUA, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

32. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

33. Duty to Facilitate Compliance with Public Information Act.
(a) The obligations in this provision apply if this Agreement (1) has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by GTUA; or (2) results in the expenditure of at least $1 million in public funds for the purchase of goods or services by GTUA in a fiscal year of GTUA.
(b) If this Agreement is described in subsection (a) above, Contractor shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to GTUA for the duration of this Agreement;
(2) promptly provide to GTUA any contracting information related to this

Agreement that is in the custody or possession of Contractor on request of GTUA; and

(3) on completion of this Agreement, either: (A) provide at no cost to GTUA all contracting information related to the contract that is in the custody or possession of Contractor; or (B) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to GTUA.

(c) As used in this provision, the term "contracting information" shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.

(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement, and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

GREATER TEXOMA UTILITY AUTHORITY

By: _____
Printed Name: _____
Title: _____
Date: _____

WWATERTECH, INC.,
a Texas corporation

By: _____
Printed Name: Steve Holt
Title: President
Date: 6-14-24

Exhibit A
Proposal

[___ *pages attached hereto*]

Exhibit B
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name GTUA and the City of Sherman and their respective officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to GTUA and the City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against GTUA and the City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by GTUA, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to GTUA prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

	Coverage Required	Limits
X	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.

___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.	
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.	

_X_ 6. GTUA, the City and their respective officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage GTUA and the City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against GTUA and the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name GTUA and City as additional insureds must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit C
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with GTUA, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2024.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2024.

_____
Notary Public in and for the State of _____
My commission expires: _____

Exhibit D

Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	Date Received

1 Name of vendor who has a business relationship with local governmental entity.

WWatertech, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity — Date: 6-19-24

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 1/1/2021

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.7.

Meeting Date: 6/17/2024

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7325***

Authorizing Execution of an Agreement with House of Eli, Inc. under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 125 N. Travis Street

Issue:

Authorizing execution of an agreement with House of Eli, Inc. under the City of Sherman's Downtown Building Improvement Grant Program for renovations at 125 N. Travis Street

Background:

The Downtown Building Improvement Grant is designed to stimulate substantial, visible, and permanent improvements to historically significant buildings and to spur interest in vacant and underutilized buildings of historical value in the downtown TIRZ. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of $50,000 per project, per year.

This application is for improvements to the structure built prior to 1885, currently addressed as 125 N. Travis Street. The qualified costs for renovation work are approximately $55,000.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

The project qualifies for a matching grant in the amount of $13,875.

Staff Recommendation:

It is recommended that the City Council approve the proposed incentive agreement.

Alternatives:

The City Council could deny the agreement.

Attachments:

1. Resolution No. 7325
2. Application

RESOLUTION NO. 7325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH HOUSE OF ELI, INC. UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 125 N. TRAVIS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a payment to House of Eli, Inc for renovations to 125 N. Travis Street under the City of Sherman's Downtown Building Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Downtown Building Improvement Grant Application and Agreement

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, and historical pictures, if available.

I. Applicant Information

1. Applicant(s) name: House of Eli, Inc
   Mailing address: 123 S. Ricketts
   City: Sherman State: Texas Zip: 75092

2. Applicant's daytime telephone number: 903-771-4339
   E-mail address: houseofelisherman@gmail.com

3. Status of applicant (please check one)
   ___ Property owner with vacant facility
   ___ Property owner with tenant business
   ___ Property owner/operator of existing business on property
   X Property tenant with property owner consent
   ___ Property deed, lease, or other document evidencing applicant's status

5. Length of ownership/lease: 18 months
   Date purchased/leased: 6-1-2023

II. Property Information

1. Address of property to be improved: 125 N. Travis Sherman, TX 75090

2. Legal description of subject property:
   Attached

3. Grayson County Tax Assessor Parcel Number(s):
   Abstract 743 (?) ~~as confirmed by the~~ or before appraisal office

4. Year built: 1920 Square footage: 4500
   (Eligible buildings must be at least 50 years of age.)

6. What are the current types of businesses or other uses occupying the building?
   Upscale Clothing + Furniture Consignment for non-profit House of Eli

7. Name and phone number of tenant(s), if applicable: Tawni Hodge - director 903-815-9792

Laura Ayers - Co-director 903-815-0342

(Attach additional names/numbers, if needed)

8. Use of building after construction: Shopping

9. Number of parking spaces provided: _____ Proposed: _____ Total: _____

10. Current zoning: SPU for resale

11. Is a zoning amendment required? Yes X No X approved

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans.

Description: Remove drop ceiling in the front of the building and rework the AC duct work to the sides.
Remove non-supporting wall in the center. Frame in dressing rooms.
Remove old flooring & install new floors.
Paint, update electrical

☐ **Designs Attached** ☐ **"Before" Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed?

1 Full-time positions 5 Part-time positions

3. How many **new positions** will result from this project?

1 Full-time positions 5 Part-time positions

IV. Work Estimates

Please attach a minimum of two (2) independent contractor estimates for the proposed improvements. Please note that grant funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/Company and Phone Number of Preferred Contractor:
Tod Johnson

Amount: 55,500

2. Name/Company and Phone Number of Second Contractor: King Cole

Amount: 60,000

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: 60,000

5. Estimated completion date for your improvements? September 15, 2023

VI. Agreement of Applicant and Property Owner

I/We, House of Eli, of the City of Sherman, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Sherman Downtown Building Improvement Grant Program. In exchange for the City of Sherman's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Sherman employees and agents to perform inspections of my/our property if granted funds under the City of Sherman Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Sherman is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Sherman, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date

the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Sherman and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.

Laura Ayers

Applicant or Authorized Agent of Applicant

Jon Shields

Property Owner (if different from Applicant) or Authorized Agent of Property Owner

VII. Consent of the Owner to the Use and Disclosure of Information

I/We, LOS HERMANOS PARTNERSHIP LLC, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Sherman, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (*Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)*

12-18-23

Date

Jon Shields

Signature of Owner(s)

125. N. Travis — House of Eli

Scope of work:

Remove drop ceiling in front part of building

Remove some of the non-supporting walls in the center

Replace flooring

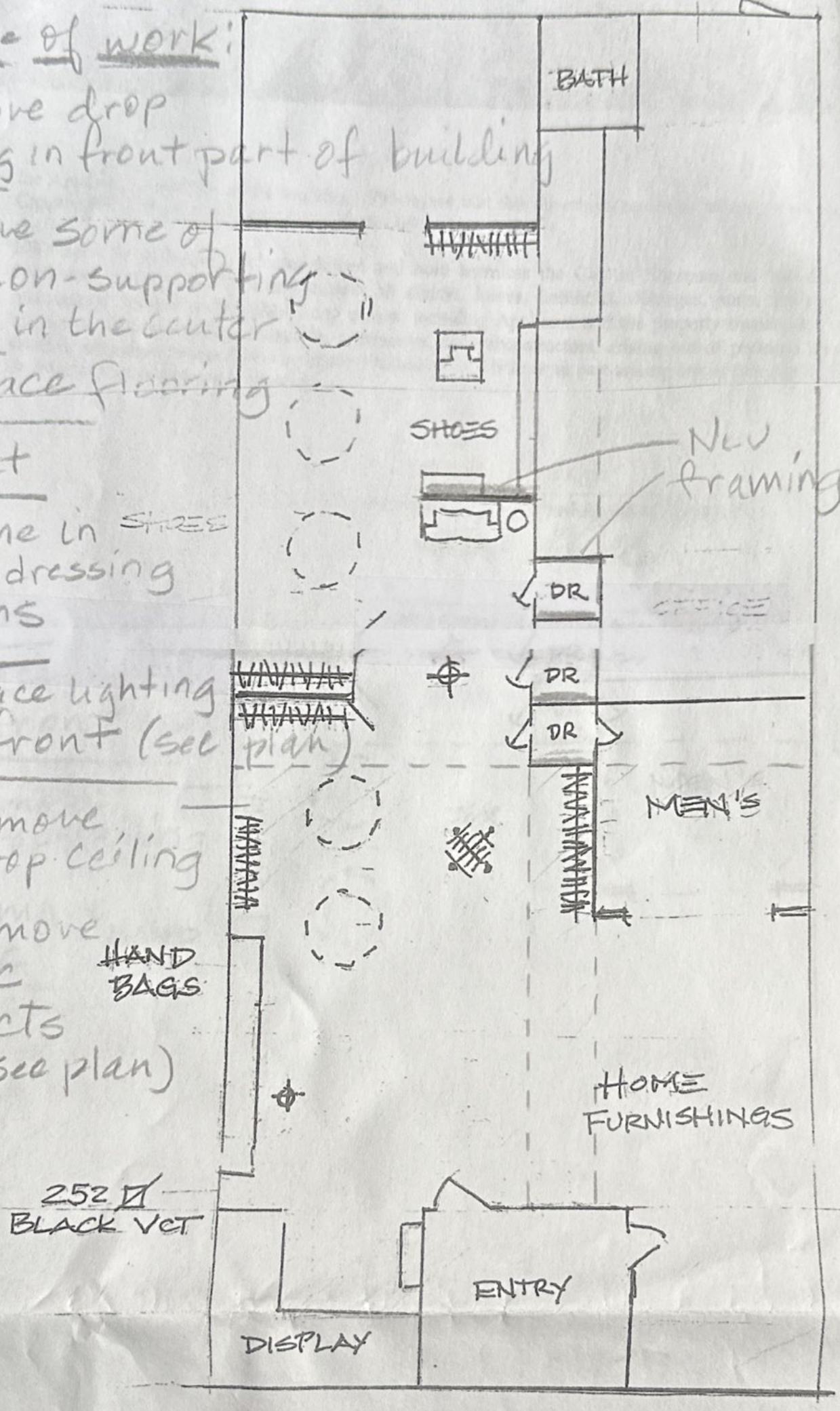
Paint

Frame in some dressing rooms

Replace lighting in front (see plan)

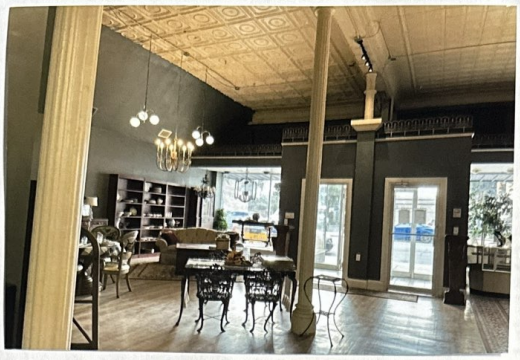
Remove drop ceiling

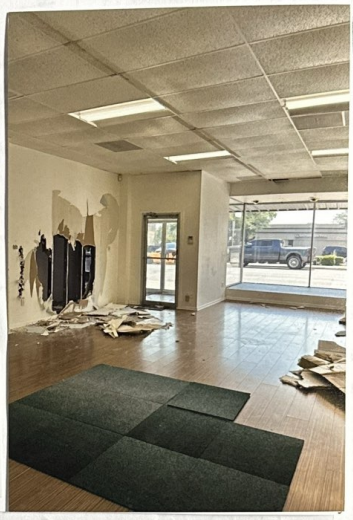
Remove A/C ducts (see plan)



I = 2'

House of Eli





ESTIMATE

Prepared For

Tawni Hodge C/O House Of Eli
Property Located At 125 N Travis
Sherman, Tx 75092
(903) 815-9792

Estimate # 3503
Date 05/15/2023

King Cole Enterprise LLC

2001 Skyline Drive, Suite B200
Sherman, Tx 75092
Phone: (903) 821-8117
Email: KingColeEnterprise@gmail.com
Web: www.kingcoleenterprise.com

Description	Rate	Quantity	Total

STILL CHARMING
CONSIGNMENT • CLOTHING • HOME FURNISHINGS

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.8.

Meeting Date: 6/17/2024

Prepared By: Eric Sandberg, Quality Services Manager

Approved By: Robby Hefton, City Manager

Caption:

Resolution No. 7326

Awarding a Bid to and Authorizing Execution of a Contract with Knapheide Truck Equipment for the Purchase and Installation of a Utility Bed for a 2024 Dodge Ram 3500

Issue:

To consider awarding a bid to and authorizing execution of a contract for the purchase and installation of a utility bed for a 2024 Dodge Ram 3500

Background:

Previously, a 2024 Dodge Ram 3500 was included in a request to City Council to purchase multiple vehicles. This request was approved by Resolution No. 7045 at the March 3, 2023 City Council meeting. To convert this vehicle to a service truck for use by the Equipment Services department, City staff publicly requested competitive bids for the purchase and installation of a utility bed. On May 28, 2024, one (1) bid was received. City staff recommends awarding the contract to Knapheide Truck Equipment of Red Oak, Texas.

Origination:

Equipment Services

Financial Consideration:

The total cost of the utility bed is $49,538.00 and is budgeted in the 2023-2024 fiscal year budget.

Staff Recommendation:

Staff recommends that the City Council approve this request to award the bid and authorize execution of the contract to Knapheide Truck Equipment.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7326
2. Exhibit A_Purchase and Installation of Utility Bed for 2024 Dodge Ram 3500 ITB
3. Exhibit B_Bid Submittal_Knapheide Truck Equipment
4. Exhibits C through E
5. Bid Tabulation

RESOLUTION NO. 7326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH KNAPHEIDE TRUCK EQUIPMENT FOR THE PURCHASE AND INSTALLATION OF A UTILITY BED FOR A 2024 DODGE RAM 3500; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Knapheide Truck Equipment of Red Oak, Texas, is hereby awarded the bid for the purchase and installation of a utility bed for a 2024 Dodge Ram 3500 in the amount of Forty Nine Thousand Five Hundred Thirty-Eight Dollars and No Cents ($49,538.00)**;** and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Knapheide Truck Equipment for the purchase and installation of a utility bed for a 2024 Dodge Ram 3500, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2023-2024 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of June 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A
Invitation to Bid

City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

For

PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500
ITB No. 2024-17

Publication Dates: **Sunday May 12, 2024**
Sunday May 19, 2024

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2024-17; **PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500**

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Tuesday, May 28, 2024,** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman - Finance Dept.

ITB for PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500 - No. 2024-17

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75090 until the hour **2:00 PM on the 28th day of May, 2024,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2024-17 – PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX

Each bid delivered to the City shall be sealed and clearly marked "PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500 2024-17" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Tuesday, May 28, 2024,** at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict

between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

TERMINATION

City is entitled to terminate this contract at any time for any reason or for no reason by giving the Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this contract immediately on breach of any term or provision of the contract documents by Contractor. If at any time during the term of this contract the Contractor shall fail to commence the work in accordance with the provisions of the contract documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the contract documents, then the City shall have the right to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties, if the Contractor does not cure any such default after five (5) days written notice thereof. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to

provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not

control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for

which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

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SPECIFICATIONS

The City of Sherman is requesting bids for the purchase and installation of one utility bed. The City pickup information is as follows: 2024 Dodge Ram 3500 regular cab, 4WD, gas engine, 56" **cab to axle** **Note:** The currently installed 8-foot bed will be removed prior to delivery.

UTILITY BED REQUIREMENTS

- Low height bed
- Tall right front compartment with the following:
    a. Two (2) pull-out 4" drawers at the top for hydraulic hose crimp dies
    b. One (1) pull-out tray for hydraulic hose crimper. Needs wired to Miller Air Pak. City will provide the crimper.
    c. Room at the bottom for a chop saw.
- Right center compartment: Sortimo Organization unit
- Right rear compartment: three (3) adjustable shelves
- Left front compartment: Steel mechanics drawers for tools top-to-bottom. Vary in size up to 4"
- Left center compartment: one (1) adjustable shelf with dividers
- Left rear compartment:
    a. Two (2) each 7" drawers
    b. Two (2) adjustable trays
- LED compartment lighting in all compartments
- Master locking system
- LED proprietary rear lights
- Cab guard
- Two (2) rear and two (2) cab guard mounted LED work lights
- 21" work surface bumper
- Miller Air Pak 200
- 30-gallon hydraulic tank with pump. At the front of the bed.
- 30-galls vertical reserve air tank for Air Park

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

___ Corporation (The bid MUST be signed by an Officer of the company)
___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: _____

Address of Principal Place of Business:

_____

_____

Mailing Address (if different):

_____

_____

Phone: _____

Fax: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

Acknowledgement of Addenda (if any): #1 ____ #2 ____ #3 ____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Total Bid Price for Purchase and Installation of One (1) utility bed:

$ _____

Signature of Bidder _____

Bidder (print name) _____

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202_.

_____
Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2024-17**

   Description of Goods and Services to be provided: **Purchase and Installation of Utility Bed for 2024 Dodge Ram 3500.**

   All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

6. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 202__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

Exhibit B - Bid Submittal for
Knapheide Truck Equipment

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

For

PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500

ITB No. 2024-17

Publication Dates: Sunday May 12, 2024
Sunday May 19, 2024

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2024-17; PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Tuesday, May 28, 2024,** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman - Finance Dept.

ITB for PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500 - No. 2024-17

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75090 until the hour **2:00 PM on the 28th day of May, 2024,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2024-17 – PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX

Each bid delivered to the City shall be sealed and clearly marked "PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500 2024-17" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Tuesday, May 28, 2024,** at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict

between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

TERMINATION

City is entitled to terminate this contract at any time for any reason or for no reason by giving the Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this contract immediately on breach of any term or provision of the contract documents by Contractor. If at any time during the term of this contract the Contractor shall fail to commence the work in accordance with the provisions of the contract documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the contract documents, then the City shall have the right to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties, if the Contractor does not cure any such default after five (5) days written notice thereof. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to

provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not

control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for

which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.

B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.

D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

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SPECIFICATIONS

The City of Sherman is requesting bids for the purchase and installation of one utility bed. The City pickup information is as follows: 2024 Dodge Ram 3500 regular cab, 4WD, gas engine, 56" **cab to axle** **Note:** The currently installed 8-foot bed will be removed prior to delivery.

UTILITY BED REQUIREMENTS

- Low height bed
- Tall right front compartment with the following:
    a. Two (2) pull-out 4" drawers at the top for hydraulic hose crimp dies
    b. One (1) pull-out tray for hydraulic hose crimper. Needs wired to Miller Air Pak. City will provide the crimper.
    c. Room at the bottom for a chop saw.
- Right center compartment: Sortimo Organization unit
- Right rear compartment: three (3) adjustable shelves
- Left front compartment: Steel mechanics drawers for tools top-to-bottom. Vary in size up to 4"
- Left center compartment: one (1) adjustable shelf with dividers
- Left rear compartment:
    a. Two (2) each 7" drawers
    b. Two (2) adjustable trays
- LED compartment lighting in all compartments
- Master locking system
- LED proprietary rear lights
- Cab guard
- Two (2) rear and two (2) cab guard mounted LED work lights
- 21" work surface bumper
- Miller Air Pak 200
- 30-gallon hydraulic tank with pump. At the front of the bed.
- 30-galls vertical reserve air tank for Air Park

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

___ Corporation (The bid MUST be signed by an Officer of the company)
___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
/ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: KNAPHEIDE TRUCK EQUIPMENT

Address of Principal Place of Business:

398 N. INTERSTATE 35 RD.

RED OAK, TX 75154

Mailing Address (if different):

Phone: 214-677-9995

Fax: 214-677-9993/217-592-5964

Email: TNEWCOMB@KNAPHEIDE.com

Authorized Representative: TROY NEWCOMB

Signature:

Date: 5/24/24

Acknowledgement of Addenda (if any): #1 ____ #2 ____ #3 ____

Contractor References

Customer Name: CITY OF GARLAND

Address: 1725 GASOLINE ALLEY, GARLAND TX

Contact: JOHNNY BURKETT Telephone #: 972-205-3422

Scope of work performed: TRUCK EQUIPMENT

Length of Service: 10+ YEARS

Customer Name: CITY OF GRAND PRAIRIE

Address: 1821 SOUTH STATE HIGHWAY 161, GRAND PRAIRIE, TX

Contact: TONY MEDINA Telephone #: 972-237-7515

Scope of work performed: TRUCK EQUIPMENT

Length of Service: 10+ YEARS

Customer Name: CITY OF DALLAS

Address: 3202 CANTON ST

Contact: DONZELL GIPSON Telephone #: 214-671-5131

Scope of work performed: TRUCK EQUIPMENT

Length of Service: 10+ YEARS

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
X	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
__	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
X	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
X	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

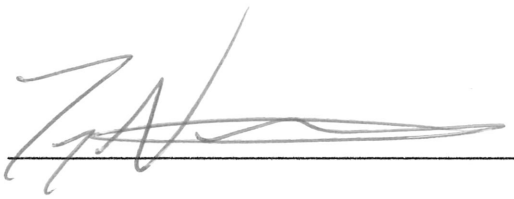
___ 11. Other Insurance Requirements (State Below):

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Total Bid Price for Purchase and Installation of One (1) utility bed:

$ 49,538.00

Signature of Bidder 

Bidder (print name) TROY NEWCOMB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Virtus LLC 4550 W. 109th Street, Suite 301 Overland Park KS 66211	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: knapheidecertrequests@virtusins.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE American Insurance Company	22667
INSURER B :	Travelers Property Casualty Co of Ameria	25674
INSURER C :	Indemnity Insurance Company of North America	43575
INSURER D :	Affiliated FM	10014
INSURER E :		
INSURER F :		

INSURED
Knapheide Truck Equipment Southwest
398 North I-35 Service Road
Red Oak TX 75154

COVERAGES **CERTIFICATE NUMBER:** 23-24 KTEC Southeast **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] AI -written contract [X] Addl Insrds-Vendors GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	HDOG48332778	08/01/2023	08/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CALH10780391	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garage Keepers per loc	$ 1,000,000 $ $ $ $ 150,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-4T965465-23-NF	08/01/2023	08/01/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLRC52074009	08/01/2023	08/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	XS Garage Keepers Legal Liability			1119800	08/01/2023	08/01/2024	Garage Keepers - Per Occurrence	$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BID NO. 2024-17 – PURCHASE AND INSTALLATION OF UTILITY BED FOR 2024 DODGE RAM 3500. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. 30-Day Notice of Cancellation (10-Day for Non-Payment of Premium) applies to the Certificate Holder.

CERTIFICATE HOLDER

City of Sherman-Finance Department Municipal building
405 N. Rusk Street
Sherman TX 75091

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, Troy Newcomb, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 24 day of May, 2024.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Troy Newcomb, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 6th day of June, 2024

_____
Notary Public in and for the State of Texas
My commission expires: 1.3.28

SHELLY G. HOLLEMAN
Notary Public, State of Texas
Comm. Expires 01-03-2028
Notary ID 132299886

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1172138

Date Filed:
06/06/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Knapheide Truck Equipment
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Sherman

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-17
Purchase and Installation of Utility Bed for 2024 Dodge Ram 3500.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: TROY NEWCOMB / GOVERNMENT SALES

Firm Name: KNAPHEIDE TRUCK EQUIPMENT

Date Signed: 5/24/24

NOTARIZATION

THE STATE OF TX)
COUNTY OF Ellis)

BEFORE ME, the undersigned, notary public on this day personally appeared Troy Newcomb, on behalf of Knapheide (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 6th day of June 2024.

SHELLY G. HOLLEMAN
Notary Public, State of Texas
Comm. Expires 01-03-2028
Notary ID 132299886

NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Virtus LLC 4550 W. 109th Street, Suite 301 Overland Park KS 66211	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: knapheidecertrequests@virtusins.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE American Insurance Company	22667
INSURER B :	Travelers Property Casualty Co of Ameria	25674
INSURER C :	Indemnity Insurance Company of North America	43575
INSURER D :	Affiliated FM	10014
INSURER E :		
INSURER F :		

INSURED
Knapheide Truck Equipment Southwest
398 North I-35 Service Road
Red Oak TX 75154

COVERAGES **CERTIFICATE NUMBER:** 23-24 KTEC Southeast **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ AI -written contract ☒ Addl Insrds-Vendors GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	HDOG48332778	08/01/2023	08/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	CALH10780391	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garage Keepers per loc	$ 1,000,000 $ $ $ $ 150,000
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000	Y	Y	CUP-4T965465-23-NF	08/01/2023	08/01/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLRC52074009	08/01/2023	08/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	XS Garage Keepers Legal Liability			1119800	08/01/2023	08/01/2024	Garage Keepers - Per Occurrence	$2,500,000

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CERTIFICATE HOLDER

City of Sherman-Finance Department Municipal building
405 N. Rusk Street
Sherman TX 75091

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Exhibit D

Affidavit of No Prohibited Interest

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THE COUNTY OF _____ §

I, Troy Newcomb, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

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_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 24 day of May, 2024.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Troy Newcomb, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 6th day of June, 2024

_____
Notary Public in and for the State of Texas
My commission expires: 1.3.28

SHELLY G. HOLLEMAN
Notary Public, State of Texas
Comm. Expires 01-03-2028
Notary ID 132299886

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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OFFICE USE ONLY

Date Received

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_____
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☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CITY OF SHERMAN
BID TABULATION
Purchase & Installation of Utility Bed for 2024 Dodge Ram 3500 ITB
BID OPENING Tuesday, May 28, 2024; 2:00 PM

Vendor	Utility Bed Purchase & Installation ($)	NOTES
Knapheide Truck and Equipment	49,538.00	

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 6/17/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Ryan Pittman, City Attorney

Caption:
Other Business
Determination of Joiner Ranch Planned Development for fewer than 200 Acres

Issue:
The Development Services Department has received a request for a proposed planned development within the City of Sherman. The proposed development is fewer than 200 acres, and the Zoning Ordinance requires City Council approval to be considered further for a planned development district.

Background:
The Joiner Ranch Planned Development District is a proposed mixed-use development consisting of approximately 173 acres. The property is located between US Highway 75 and Theresa Drive, along the south side of FM 691 and north of Fallon Drive and further described in Exhibit A of the Joiner Ranch Planned Development.

Characteristics of the site include wooded areas, small tributaries, creeks, falling topography and adjacency to the abandoned railway that runs the entire length of the eastern boundary.

The primary land use would be a variety of residential uses, including multiple variations of single family detached units, townhouses, and multi-family options. The remainder of the district will be composed of Neighborhood Commercial and Public Park /Open Spaces, which are distributed throughout the site and take advantage of the natural features listed above. The use and development regulations set forth in the Joiner Ranch Estates PD provide for a mix of housing types.

Staff met with the proposed developer wanting to develop near the southeast corner of Highway 75 and FM 691. The developer is requesting to apply for a Planned Development district for this location. The proposed development is less than 200 acres and requires City Council to approve a planned development that is less than 200 Acres before the application can be considered.

The City's Zoning Ordinance regarding Planned Development Districts states the following:

A PD (Planned Development) district shall be established with a minimum of 200 contiguous acres, sufficient to accommodate a large master-planned community. The City Council may consider requests for a PD (Planned Development) smaller than 200 contiguous acres if it is demonstrated that the project satisfies all other eligibility and approval criteria except for the minimum size; however, in no case shall the development area of a new PD district be less than 100 acres. (*Sec. 14.02.021(d)(1)*)

Origination:
Chad McDuffie, ORL II, LLC and Joseph Joiner (Owners)

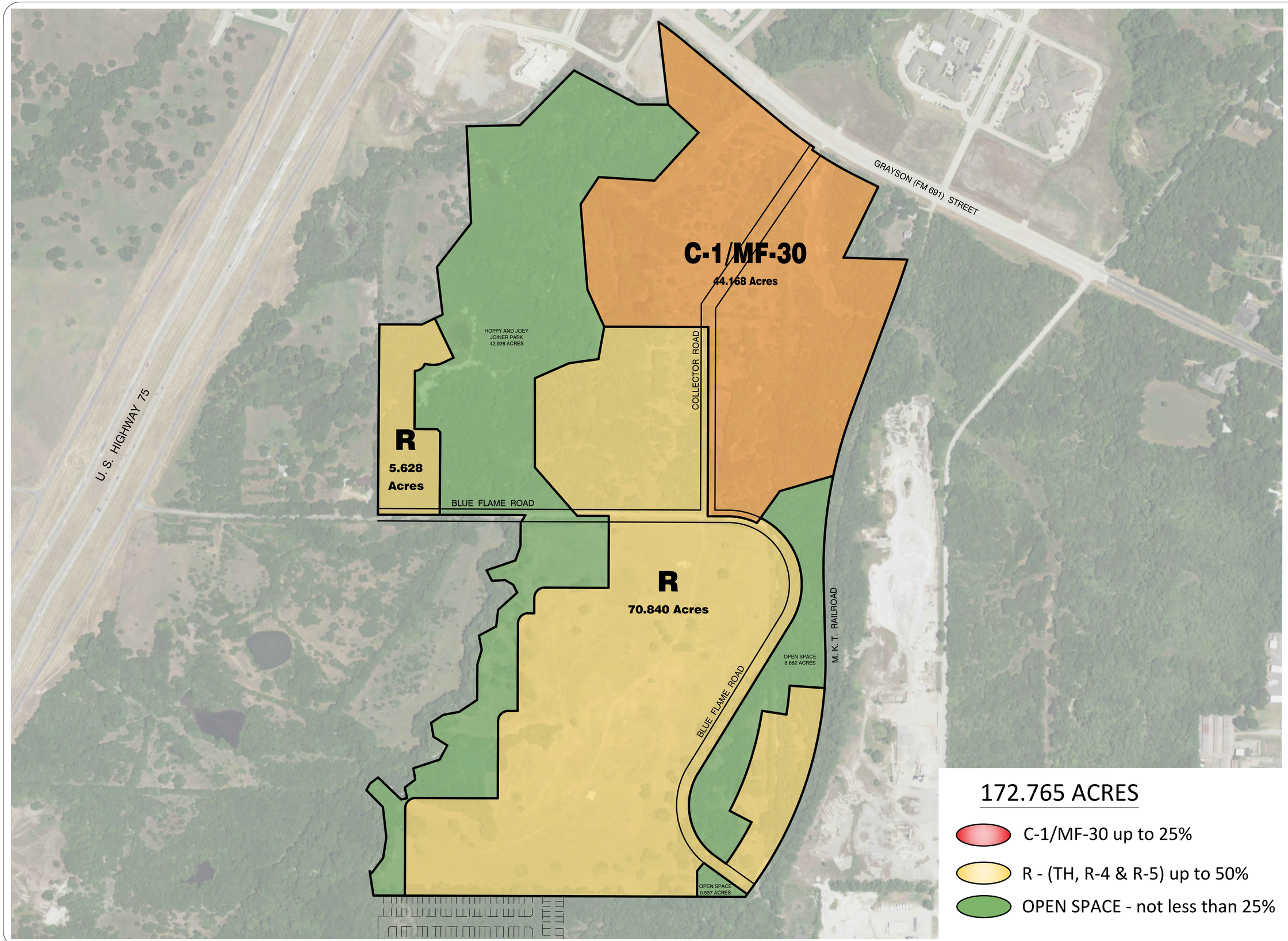
D2 Sommerville, LLC (Representative)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:
None

Staff Recommendation:
Staff recommends City Council take action on this item.

Alternatives:
The City Council could deny the request.

Attachments:
1. Joiner Ranch Conceptual Plan
2. Location Map



172.765 ACRES

- C-1/MF-30 up to 25%
- R - (TH, R-4 & R-5) up to 50%
- OPEN SPACE - not less than 25%

PD EXHIBIT

JOINER RANCH

CITY OF SHERMAN, TEXAS

Engineer:

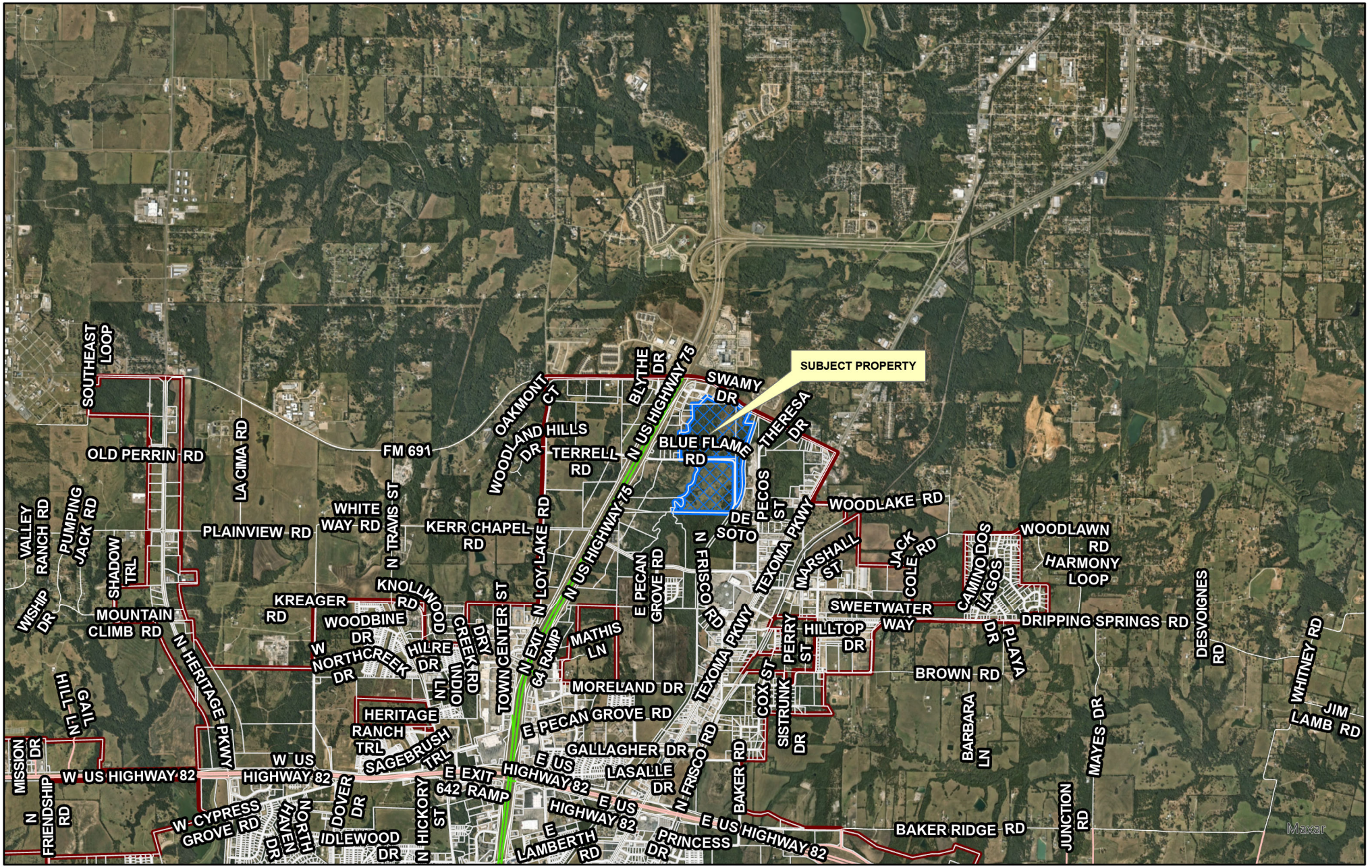
PETITT - ECD
ENGINEERING SURVEYING
CONSTRUCTION ADMINISTRATION
1600 N. COLLINS BLVD
SUITE 3300
RICHARDSON, TX 75080
201 WINDCO CIRCLE
SUITE 100
WYLIE, TX 75098
972.941.8400

APRIL 24, 2024

SHEET NO. 1 OF 1

PROJECT #00000

Y:\PROJECTS\Named Projects\Sherman Tx, 81.676 Acres Grayson Street\dwg\Planning\CP-G.dwg



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2901 BLK BLUE FLAME RD & 2900 BLK 691

N
W E
S

Date: 5/30/2024 3:00 PM

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.2.

Meeting Date: 6/17/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Teri Fine, Assistant to the City Manager

Caption:
**** OTHER BUSINESS***
Accept Annual Audit Report for Year Ended September 30, 2023, from Pattillo, Brown and Hill, LLP

Issue:
To receive a presentation from Pattillo, Brown and Hill, LLP of Sherman, Texas and accept the audit report for the year ended September 30, 2023.

Background:
On May 29, 2024, the Council Audit Committee, City Manager and Chief Financial Officer met with the City's external auditor to discuss the results of the independent audit for the year ended September 30, 2023. The auditors gave an unmodified audit opinion, meaning that, in their opinion, the financial statements are fairly presented in accordance with established accounting standards. The financial statements demonstrate the operating results for the year ended September 30, 2023, were generally in line with expected results, and the overall financial performance was on par with the budget. There were no material findings arising out of the audit. After discussion, the Council Audit Committee recommended the report be presented to the entire Council.

Origination:
City Manager Robby Hefton
CFO Mary Lawrence

Financial Consideration:
None

Staff Recommendation:
Staff recommends the Council accept the audit report as recommended by the Council Audit Committee.

Alternatives:
None recommended.

Attachments:
1. Annual Financial Report 2023

Sherman

CLASSIC TOWN. BROAD HORIZON.

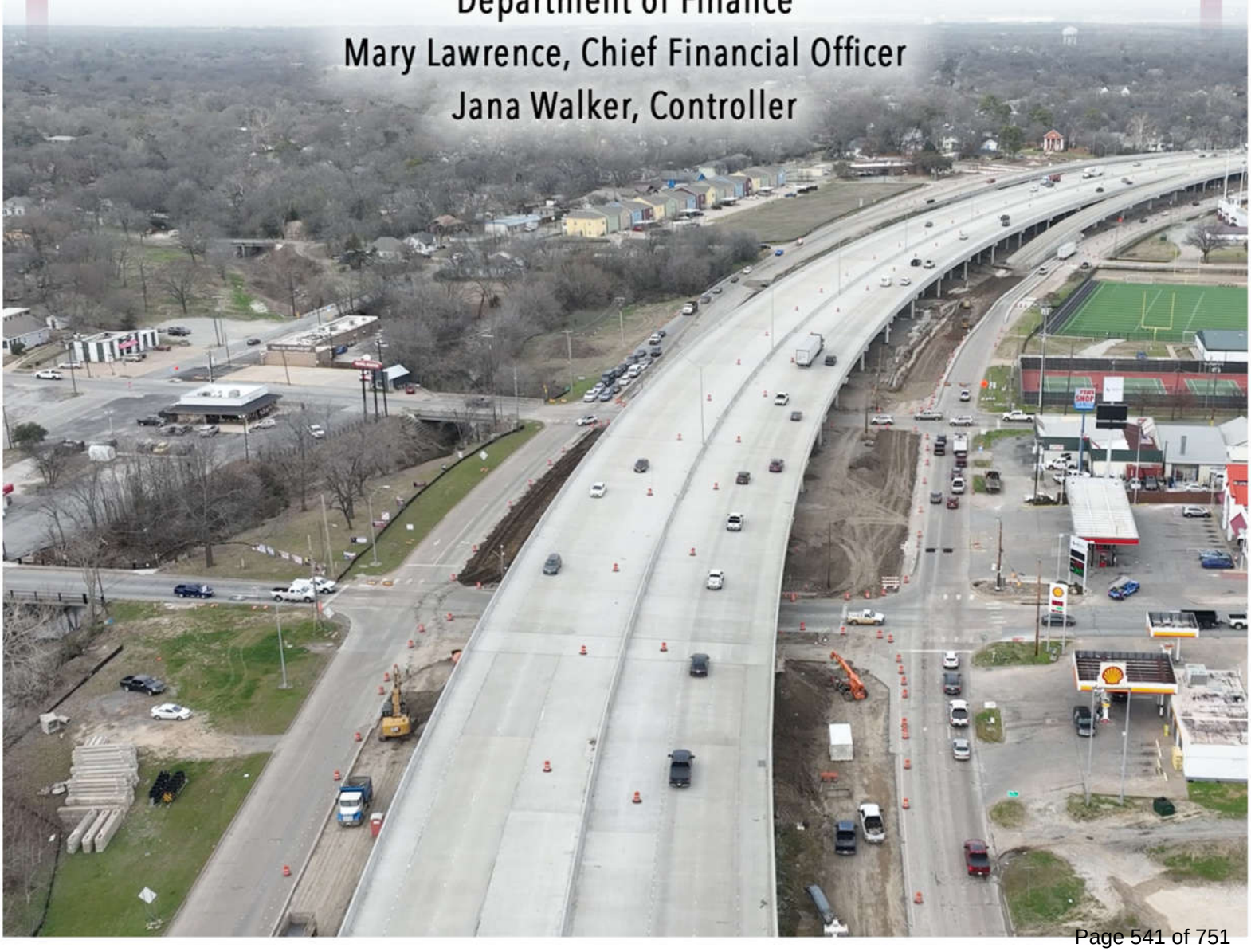
City of Sherman, Texas
Annual Comprehensive Financial Report
Year Ended September 30, 2023

Prepared by:

Department of Finance

Mary Lawrence, Chief Financial Officer

Jana Walker, Controller



CITY OF SHERMAN, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2023

Prepared by:

Department of Finance
Mary Lawrence, Chief Financial Officer
Jana Walker, Controller

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CITY OF SHERMAN, TEXAS

SEPTEMBER 30, 2023

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INTRODUCTORY SECTION

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MAYOR
DAVID PLYLER

DEPUTY MAYOR
SHAWN TEAMANN

CITY COUNCIL
JUSTON DOBBS
DARON HOLLAND
PAMELA L. HOWETH
HENRY MARROQUIN
JOSH STEVENSON

CITY MANAGER
ROBBY HEFTON

June 17, 2024

The Honorable David Plyler, Mayor
Members of the City Council, and
Citizens of the City of Sherman, Texas

The Annual Comprehensive Financial Report of the City of Sherman, Texas, (the City) for the fiscal year ended September 30, 2023, is hereby submitted as mandated by the City Charter. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with management. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the City. All disclosures necessary to enable to reader to gain the maximum understanding of the City's financial activities have been included.

To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft or misuse and to compile sufficient, reliable information for the preparation of the financial statements in conformity with Generally Acceptable Accounting Principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free from material misstatement. Within this framework, management believes that the City's transactions are properly recorded, and the financial report is complete and reliable in all material respects.

The City of Sherman's financial statements have been audited by Pattillo, Brown & Hill, LLP, Certified Public Accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements are free of material misstatement. The independent audit involves examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. As a result of the audit, an unmodified opinion on the City's financial statements for the fiscal year ended September 30, 2023, was issued. An unmodified opinion represents the highest level of audit assurance issuable for financial statements. The independent auditor's report is located at the front of the financial section of this report.

Management Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it.

CITY OF SHERMAN PROFILE

The City of Sherman was founded in 1846 and is located in North Central Texas, 65 miles north of the Dallas/Fort Worth Metroplex. Sherman was named in honor of General Sidney Sherman, a Texas revolutionist, famous for creating the Texas Independence Slogan, "Remember the Alamo." The City's geographic corporate boundaries encompass 48.25 square miles. The additional municipal extraterritorial jurisdiction included for the purpose of planning and control, covers approximately 72.98 square miles. Sherman is the county seat of Grayson County. The 2020 Census reported a population of 43,645 individuals in Sherman, a 13.3% increase over 2010. Substantial, steady growth trends are expected to continue. The City of Sherman is included within the Sherman/Denison Standard Metropolitan Statistical Area and is defined as a regional trade zone by the Bureau of Economic Analysis.

Sherman operates as a home-rule city in a Council/Manager form of government. A home-rule city may do anything authorized by its charter that is not specifically prohibited or preempted by the Texas Constitution or state or federal law. Policy making and legislative authority are vested in the City Council, which consists of five Council members, a Deputy Mayor and Mayor. The City Council is responsible for passing ordinances, adopting the budget, appointing committees, and hiring the City Manager and Municipal Judge. The City Manager is the chief administrative officer. The Mayor and two Council seats have no geographic restriction other than the candidates must reside in the City of Sherman. The four remaining Council seats represent specific districts and candidates must reside in those districts. However, voting for all Council seats is at-large and non-partisan. All City officials are elected to staggered three-year terms and are eligible to serve for a maximum of four consecutive terms in any combination of offices. Presiding over all meetings of the City Council, the Mayor is recognized as the head of the City government.

The City provides a full range of services. These include police and fire protection, ambulance service, sanitation service, environmental health, animal shelter and control services, community development, building inspections, traffic control, parks, a library, water and sewer services, drainage, streets, a municipal airport, recreational activities, tourism services and programs for youth and senior citizens.

Sherman Economic Development Corporation (SEDCO) is a discretely presented component unit. SEDCO was established in 1996 for purposes set forth in Section 4A, Article 5190.6, Vernon's Texas Civil Statues, known as the Development Corporation Act of 1979. SEDCO administers a special 3/8-cent sales tax for economic development. Even though SEDCO is a legally separate entity, the City appoints all SEDCO board members, can remove board members at will, must approve SEDCO's budget and plan of work, and financially benefits the City by promoting, assisting, and enhancing economic development in the City.

The City Charter mandates that a proposed budget be presented to the City Council fifty days prior to the end of the fiscal year. This annual budget serves as the foundation for the City's financial planning and control. Direction for the budget is given by the City Council five months before year end. A proposed budget is developed by staff and submitted to the City Council in June each year for review. The City Council is required to hold a public hearing and to adopt a final budget no later than September 25th. The City Manager may move part or all of any unencumbered appropriation balance among the various departments within each fund, provided that total expenditures do not exceed total appropriations for that fund. In the case where additional expenditures are required within a fund, the City Council, by resolution, may increase that fund's appropriations. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted.

ECONOMIC OUTLOOK AND FINANCIAL CONDITION

The City's major thoroughfares, US Highways 75 and 82, intersect in Sherman and allow access to major metropolitan areas in the southwest. Sherman is the largest city within the tri-county area and a primary city for business, retail, government and professional services for the region. The BNSF industrial rail spur serves the industrial park. Private air service is available at the North Texas Regional Airport with its 9,000-foot runway, and at the Sherman Municipal Airport. Due to Sherman's convenient location, excellent transportation options and abundant water supply, more than 30 manufacturers have selected Sherman as the site for one of their plants. The City's impressive industrial base includes manufacturing facilities of major national firms that produce electronic components, food products, pvc products, lumber, railroad components, precision valves, electricity, and many other products. SEDCO has been successful in attracting new employers to the area and aiding in the expansion of existing employers.

The largest project affecting economic growth was announced in November 2021, as Texas Instruments (TI) selected its current location in the City of Sherman for a 4.7 million square-foot semiconductor fabrication plant to produce state-of-the-art, 300mm wafers for use in consumer electronics and other purposes. The plant, which is slated to begin production by 2025, will employ more than 3,000 high paying positions and contribute billions of dollars to the Grayson County economy. TI plans to complete the project in four phases, with an investment totaling over $29.4 billion, by 2030. At full build out, the fabrication plant will be the largest electronics production facility in Texas.

Another significant project affecting economic growth was announced in June 2022, as Globitech Incorporated (Globitech) selected the City of Sherman to establish an additional manufacturing facility to produce state-of-the-art silicone wafers for use in consumer electronics and other purposes. The plant, when completed, will create 1,500 new jobs and generate billions of dollars in capital investment.

In addition to direct benefits of property and sales tax revenue, water and sewer revenue, hotel/motel revenue during the construction phases, the addition of high-paying jobs and the community reputation in the US and global technology circles, the City anticipates indirect benefits as well, including the "spillover" effect for complementary primary job creation and a complementary effect with other existing high-tech employers in the area which could lead to Sherman becoming known as a "tech-corridor" worldwide.

The City has entered into tax abatement agreements and Chapter 380 economic incentive agreements with TI and Globitech for each scheduled phase, but the major focus for fiscal year 2024 will involve preparing for the significant increase in water and wastewater infrastructure needs. Sherman plans to address the general needs of a growing city, as well as the upcoming TI and Globitech projects, with investments in various water and wastewater infrastructure improvement and expansion projects over the next five years.

In anticipation of Sherman's future growth, there are currently eight active planned developments:

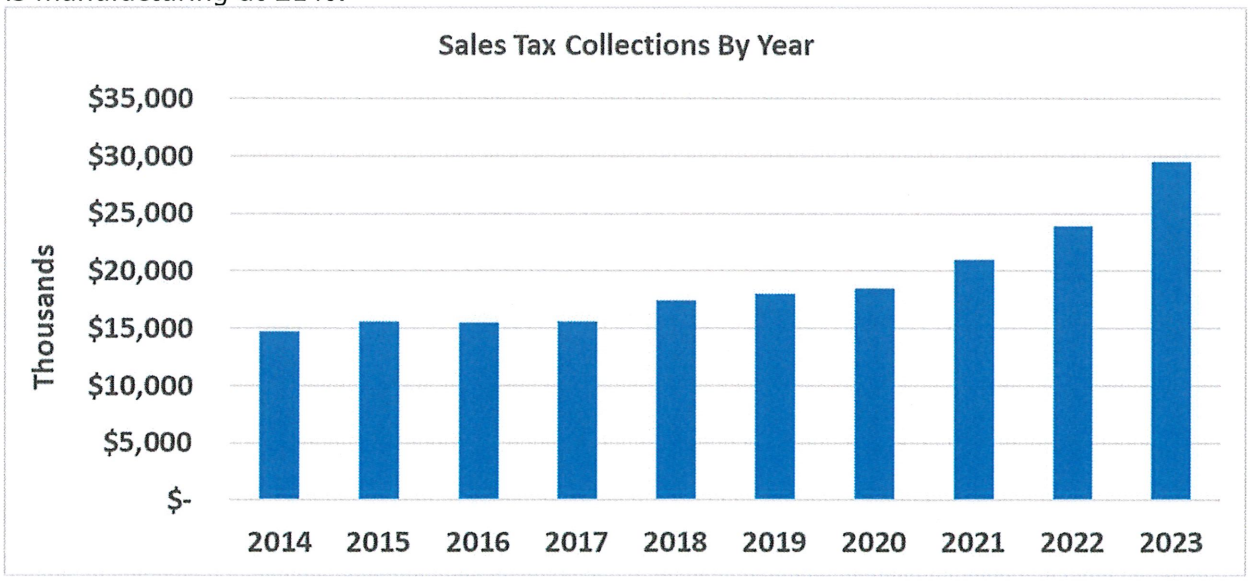
- **Bel-Air Village** – Plans include 280 acres east of US Highway 75 and south of FM 1417 (Vietnam Veterans Parkway) to include 3,000 multi-family units, 1,900 single family homes and 4.5 acres of commercial/retail space.
- **Heritage Ranch** – This development consists of 420 acres along US Highway 82 between FM 1417 and Travis Street with 138 acres zoned for residential, 15 acres zoned for commercial activities and 112 acres zoned for entertainment.
- **Shepherd's Place** – Plans for this development include 503 acres located at the

southwest corner of Shepherd Drive and US Highway 75. This development includes 1,820 multi-family units, 1,359 single family units and 113 acres of mixed commercial/retail space.

- **The Village** – This area comprises 620 acres south of FM 1417 between Moore Street, West Travis and West OB Groner Road and plans for 1,500 multi-family units, 1,500 single family homes and a mix of commercial, office and retail space.
- **Hickory Hill** – Plans for this development include 143.7 acres located in the northwest quadrant of the City at the intersection of Lamberth Rd and Friendship Rd, between Heritage Pkwy and Preston Rd, just south of Hwy 82. The development will feature single- and multi-family residential, mixed use and open space.
- **Blalock Industrial Park** – 1,495 acres located in the southern gateway of the City of Sherman, the purpose of this planned development is to achieve a quality, cohesive and compatible industrial and manufacturing district to a climate and location for the orderly development of light industry.
- **Pecan Grove Estates** – A mixed-use development consisting of approximately 254 acres. The property is located between US Highway 75 and Texoma Parkway and south of Fallon Drive. The primary land use will be a variety of residential uses, including multiple variations of single family detached units and two distinctive multi-family options.
- **Aspen Park** – Plans include a 216.2-acre multi-use development with a minimum of 40 acres set aside as usable open space. The land is divided into four complementary districts, including single family urban, single family urban attached, vertical mixed-use and retail business.

TxDOT continues the first phase of the expansion of US Highway 75 from FM 1417 to Texoma Parkway, with a completion date expected to be in August 2024 and is beginning a new phase of the expansion of US Highway 75 from S Loy Lake to N Loy Lake.

In addition to the exciting new projects mentioned previously, Sherman enjoys a diverse tax base due to its industrial park and major retail shopping centers with revenues increasing year over year for about the past ten years. By far, retailers are the biggest generators of sales tax at about 46% of sales tax revenue in fiscal year 2023. Approximately half of the retail sales tax comes from non-Sherman residents. The next largest generator of sales tax is manufacturing at 21%.



The City also experienced growth in the property tax base by about 19% from new property

added to the tax roll and an increase in the values of existing properties. About half of Sherman's taxable value is from commercial/industrial property. The City expects to see continued growth in both sales and property taxes.

Unemployment in Sherman was 4.0% at the end of the fiscal year, which is slightly higher than the unemployment rate for the State of Texas (3.9%) and the national unemployment rate (3.8%) for the same time period.

Due to the City's sound financial policies and growing economy, the City has a credit rating of AA from Standard and Poor's and A for its debt issued through the Greater Texoma Utility Authority. The City also has an abundant supply of water for industrial, commercial and residential use through a combination system of ground wells and surface water from Lake Texoma. Educational opportunities are available at Austin College, Grayson College, and Sherman ISD. Nearby Lake Texoma is also a recreational draw to the area. Sherman's downtown area continues see a renewed interest for restaurants and retail stores.

LONG-TERM FINANCIAL PLANNING

The City is focused on managing its growth in strategic directions with a long-term vision. Equally important items include maintaining sustainable levels of existing services through funding for staffing and performing sufficient repairs and maintenance for existing infrastructure. Now more than ever, multi-year planning for capital projects is imperative with properly timed infrastructure development. The City Council adopted the 2022 Comprehensive Master Plan as well as the Trails Master Plan in October 2022. The Comprehensive Master Plan provides a roadmap that will guide future growth and development for the next 10 years and beyond and includes goals focused on housing and neighborhoods, land use and design, mobility, and livability. The Trails Master Plan envisions a trail system that will allow residents to connect to local destinations, enjoy the outdoors, and enhance their health and well-being. As major changes in the local economy or other unforeseen events occur, plans are subject to change. Therefore, these plans are meant to be a planning tool and do not commit the City Council to action in future years. The 2022 Comprehensive Master Plan is available on the City's website.

The City's Charter requires submission of a five-year capital improvement program to the City Council in conjunction with the submission of the annual budget. This plan is used to identify needed capital projects and to coordinate the financing and timing of those projects. Only the first year of the five-year program is funded. The next four years are considered planning years and are subject to appropriation in the following years. The fiscal year 2024 budget includes $51.6 million in the General Improvement Fund primarily for street projects and park and trail improvements. The Utility Improvement Fund includes projects totaling $337 million for the design and construction of an industrial wastewater treatment plant, design and construction of a 36-inch water line west to the water treatment plant, water treatment plant expansion and rehabilitation and other smaller utility projects. Major utility improvements are funded through debt issued by the Greater Texoma Utility Authority on behalf of and paid by the City through contractual debt payments. The Capital Improvement Plan is available on the City's website.

MAJOR INITIATIVES

The City's primary focus in 2023 was a continued emphasis on infrastructure development related to residential and commercial growth. In 2023, the City completed the construction of the Ida Road GST Rehab, Texoma Parkway water main construction, Bel Air Boulevard phase 1 and the new police headquarters. The Fairview pickleball and basketball courts were also completed in 2023.

The City supports growth by building infrastructure and incentivizing the right kind of growth as those opportunities arise. Tax abatements, Chapter 380 Agreements, and SEDCO are all part of attracting builders, retailers and industries to Sherman.

RELEVANT FINANCIAL POLICIES

As part of the budget process, the financial policy of the City is used to support the mission of the City to provide high quality municipal services that meet the citizens' needs in a responsible, efficient and effective manner. Included in the policy is direction on the budget, internal controls, reserves, debt, deposits, and maintenance of equipment and infrastructure. The implementation of these policies in the budget process is part of the published budget document.

The City's financial policy authorizes only the City Council, by resolution, to increase appropriations. One amendment was approved by the City Council in fiscal year 2023, increasing revenues by $4.4 million and expenditures by $6.5 million primarily related to increased sales tax revenue and increased expenses related to fleet vehicle repairs, well repairs, additional capital expenses and personnel costs. The size of the budget amendment was a reflection of the rate of growth and change the City experienced during fiscal year 2023 as well as increased costs due to economic factors.

The City has also adopted policies on long-term debt, investments, and fund balance. The long-term debt policy calls for specific limitations on amount of debt that may be issued by year and in total. It also requires the City to benchmark its total debt with other cities.

The City's investment policy is adopted annually by the City Council. The Public Funds Investment Act governs the policy, but the City is more restrictive than what is allowed under the Act. The $120 million portfolio is managed by the Chief Financial Officer who reports quarterly to the City Council. More information on the investments may be found in the notes to the financial statements.

The City's fund balance policy sets the minimum funds balance at 60 days for the General Fund, Utility Fund and the Solid Waste Fund, on a budgetary basis. The fund balance for each of these funds is above the minimum set forth in the policy.

FUTURE ECONOMIC OUTLOOK

The selection of Sherman as the home to two semiconductor manufacturing plants by both Texas Instruments and GlobiTech has been and will continue to be a "game changer" for the City. Sales tax revenues from the City's base industries such as retail and manufacturing are expected to continue increasing at a moderate but steady pace while sales tax revenues from one-time industrial construction are expected to continue for another 12 months and then drop. The City expects to issue a growing number of commercial and residential permits. Eight planned development projects in Sherman will help meet upcoming additional needs for housing, commercial/retail, entertainment and industry.

Looking forward, the City continues to anticipate a growing tax base with ancillary business interests related to the TI and Globitech projects, new industries, businesses, and people finding Sherman an attractive place to work and live.

AWARDS AND ACKNOWLEDGEMENTS

The Bond Buyer, a national daily newspaper dedicated to the municipal bond industry,

selected the 2023-A Greater Texoma Utility Authority bond issuance for the City of Sherman for their 2023 "Deal of the Year" Award in the Small Issuer category. The award is meant to bring special attention to deals judged to be either especially complex or particularly well-executed. The $206.685 million in contract revenue bonds was issued to fund major water and sewer infrastructure and prepare for the state-of-the-art semiconductor fabrication plant in Sherman, TX.

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Sherman for its Comprehensive Annual Financial Report for the fiscal year ended September 30, 2022. This was the thirty-seventh consecutive year that the City of Sherman earned this prestigious award. To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized Comprehensive Annual Financial Report, whose contents conform to program standards. Such reports must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current Comprehensive Annual Financial Report continues to conform to the Certificate of Achievement Program's requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.

The preparation of the Comprehensive Annual Financial Report on a timely basis requires a great deal of cooperation. In recognition of that, the Finance Department gratefully acknowledges the leadership and support of the City Council and City Manager. Furthermore, for their cooperation, the other departments within the City of Sherman have the Finance Department's appreciation. Also, the efforts of our external audit firm are invaluable.

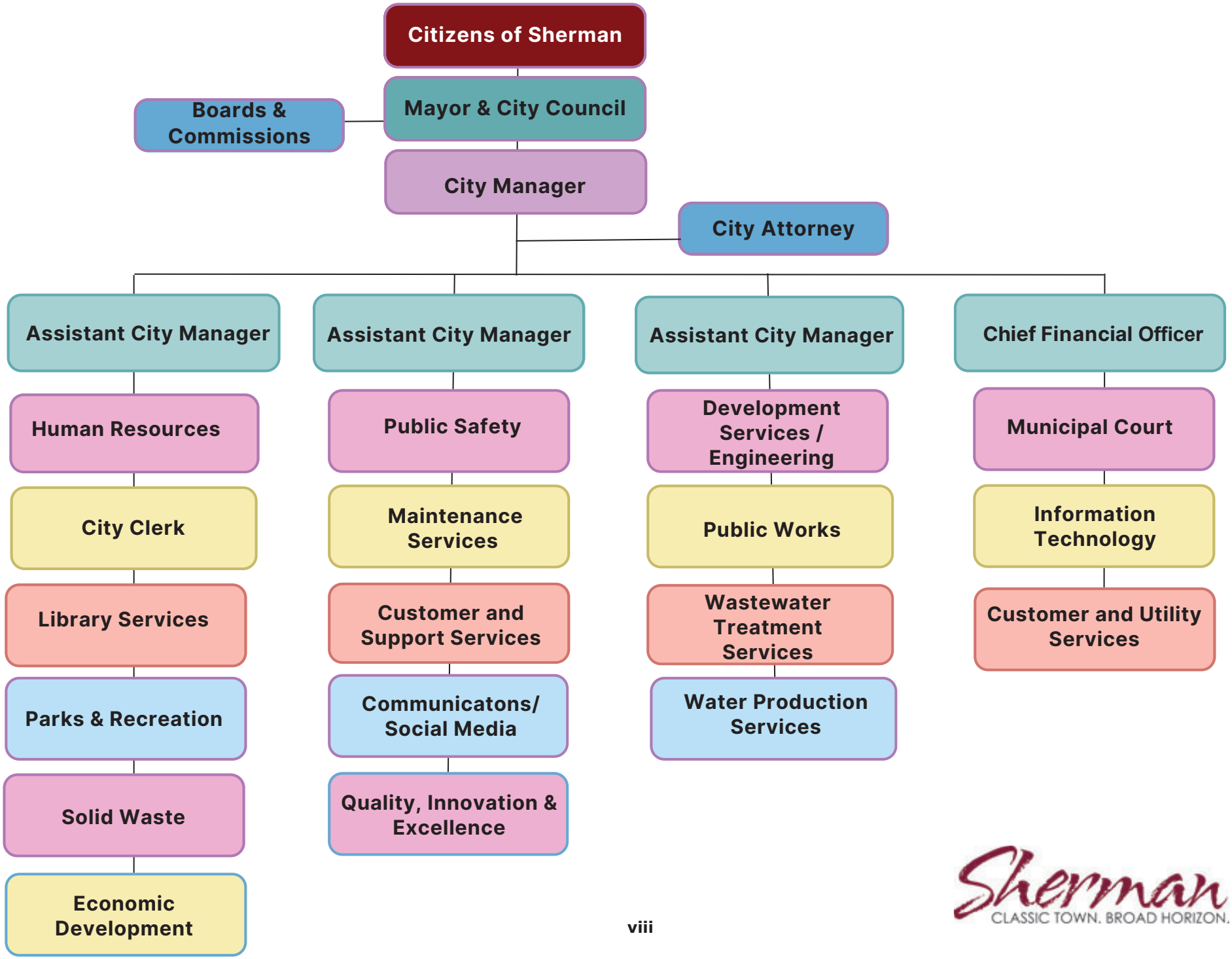
Respectfully submitted,

Robby Hefton, City Manager

Mary Lawrence, Chief Financial Officer

CITY OF SHERMAN, TEXAS

CITY OF SHERMAN ORGANIZATIONAL CHART



CITY OFFICIALS AS OF SEPTEMBER 30, 2023

Elected Officials

Mayor	David Plyler
Deputy Mayor	Josh Stevenson
Councilmember, At-Large, Place #1	Henry Marroquin
Councilmember, At-Large, Place #2	Juston Dobbs
Councilmember, District #1	Shawn C. Teamann
Councilmember, District #3	Pamela L. Howeth
Councilmember, District #4	Daron Holland

Appointed Officials

City Manager	Robby Hefton
City Attorney	The Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C.

Department Directors

Assistant City Manager	Clint Philpott, P.E.
Assistant City Manager	Terrence R. Steele
Assistant City Manager	Zachary Flores
Chief Financial Officer	Mary Lawrence, C.P.A.
Director of Development Services	Rob Rae, A.I.C.P.
Director of Engineering	Wayne Lee, P.E.
Director of Human Resources	Leah Roberts
Fire Chief	Billy Hartsfield
Police Chief	Jason Jeffcoat

Tulsa
Santa Fe
Oklahoma City
Amarillo
OKLAHOMA
NEW MEXICO
SHERMAN
Lubbock
LLANO ESTACADO (STAKED PLAIN)
Dallas
Fort Worth
Ciudad Juárez
Midland
Odessa
TEXAS
Austin
Houston
San Antonio
Chihuahua
COAHUILA
Brownsville
Monterrey

x

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Sherman
Texas

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO

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FINANCIAL SECTION

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor
and Members of City Council
Sherman, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Sherman, Texas, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Sherman, Texas' basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Sherman, Texas, as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Sherman, Texas and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter - Change of Accounting Principle

As described in the notes to the financial statements, in fiscal year 2023 the City of Sherman, Texas adopted new accounting guidance, Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based IT Arrangements*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Sherman, Texas' ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA
GAQC Member

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Sherman, Texas' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Sherman, Texas' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension and OPEB information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Sherman, Texas' basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information included in the Annual Comprehensive Financial Report

Management is responsible for the other information included in the annual comprehensive financial report (ACFR). The other information comprises the introductory section and statistical section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 17, 2024, on our consideration of the City of Sherman, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Sherman, Texas' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Sherman, Texas' internal control over financial reporting and compliance.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
June 17, 2024

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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As management of the City of Sherman, Texas (City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2023. The information presented here should be considered in conjunction with the letter of transmittal at the front of this report and the financial statements which follow this section.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City of Sherman exceeded its liabilities and inflows of resources at the close of the most recent fiscal year by $83.3 million (net position). Of this amount, $57.9 million represents net investment in capital assets, $5.0 million is restricted for specific uses with the remainder identified as unrestricted, which may be used to meet the City's ongoing obligations to citizens and creditors.

- The City's total net position increased $18.0 million or 27.6% from last fiscal year's net position. The increase was due to an increase in deferred outflows of resources and a decrease in deferred inflow of resources from the city's pension plan, from investment returns and difference in the economic and demographic experience of the plan. Additionally, the City's water and sewer sales, impact fees, and sales tax and property tax revenues increased.

- At the close of the current fiscal year, the City's governmental funds reported combined ending fund balance of $118.3 million, an increase of $72.3 million in comparison with the prior year. Approximately 18.6% of this total amount, $22.1 million, is available for spending at the government's discretion (unassigned fund balance). $89.9 million or 76.0% of fund balance in the City's governmental funds is restricted for general improvements of infrastructure and facilities.

- As of the end of the current fiscal year, the City's proprietary funds, excluding internal service funds, reported combined ending net position of $41.4 million. Approximately 20% of this total amount, $8.5 million, is in unrestricted net position.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from functions that are intended to recover all or a significant portion of their costs through user fees (business-type activities). The governmental activities of the City include general government, public safety, streets, community services, and community development. The business-type activities of the City include water, wastewater, and solid waste services.

The government-wide financial statements include not only the City itself (known as the primary government), but also a legally separate entity for which the City is financially accountable, the Sherman Economic Development Corporation (SEDCO). Financial information for this component unit is reported separately from the financial information presented for the primary government itself. Complete financial statements for SEDCO are available upon request from SEDCO or the City's Finance Department.

The government-wide financial statements begin on page 16 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

- **Governmental funds** are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

  Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

  The City maintains three (3) major governmental funds, and twenty (21) nonmajor governmental funds. Information for the major funds (General Fund, Debt Service Fund, and General Improvement Fund) is presented separately in the governmental fund statement of revenues, expenditures, and changes in fund balances. Data from the nonmajor governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor funds is provided in the form of combining statements beginning on page 79 of this report.

  The City adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

  The City's governmental fund financial statements begin on page 19 of this report.

- **Proprietary Funds.** The City maintains two types of proprietary funds. Enterprise Funds are used to report the same functions presented as business-type activities in the government-wide financial statements and account for its water and wastewater, and solid waste operations. Internal Service Funds are used to accumulate and allocate costs internally among the City's various functions. The City uses Internal Service Funds to account for its equipment services, information technology, self-funded health insurance, and fleet replacement. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

  Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and wastewater operations and for solid waste operations, both of which are major funds of the City. Internal Service Funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the Internal Service Funds are provided in the form of combining statements beginning on page 133 of this report.

  The basic proprietary fund financial statements begin on page 25 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 30 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning budgetary compliance of the City's general fund and the City's progress in funding its obligation to provide pension benefits and other post-employment benefits (OPEB) to its employees. Required supplementary information begins on page 69 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds and internal service funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules begin on page 79 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by $83.3 million at the close of the most recent fiscal year.

By far, the largest portion of the City's net position reflects its net investment in capital assets (e.g., land, buildings, infrastructure, machinery and equipment), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The overall net position of the City of Sherman increased by $18.0 million, or 27.6% from the prior fiscal year. The increase was due to an increase in deferred outflows of resources and a decrease in deferred inflow of resources from the city's pension plan, from investment returns and difference in the economic and demographic experience of the plan, and an increase in water and sewer sales, impact fees, property tax revenue and sales tax revenue.

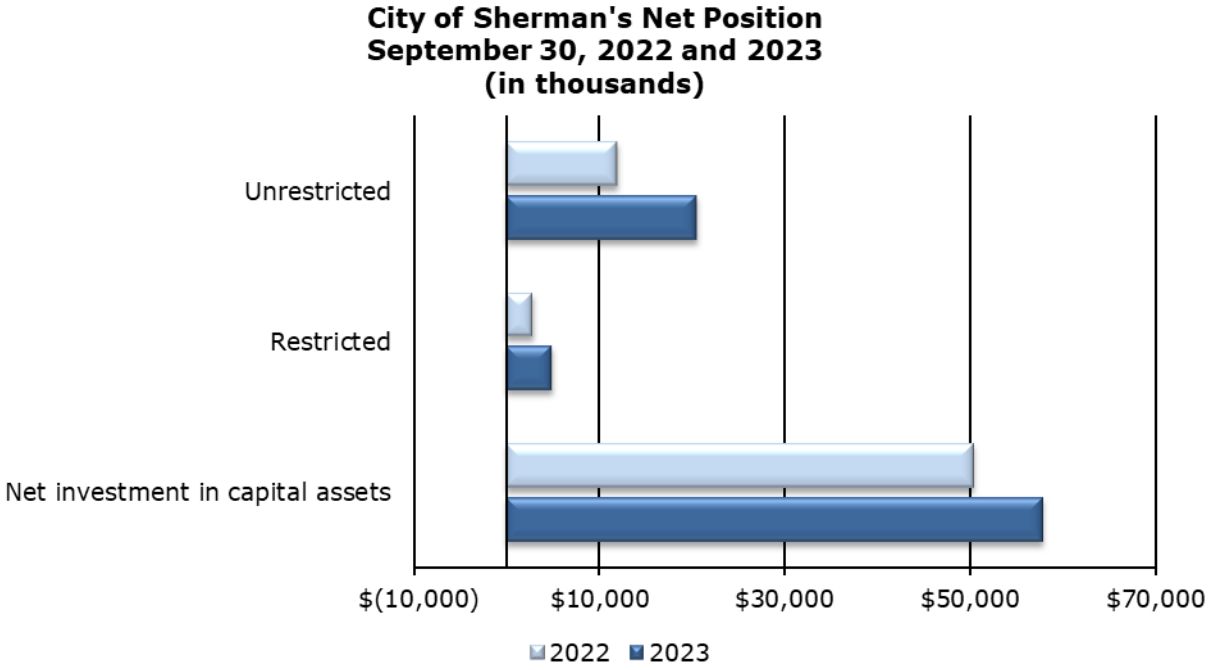
During fiscal year 2023, the City continued its plan to fund upcoming capital projects related to current and expected growth with debt issuances of $73.6 million in certificates of obligation and $3.1 million in tax notes. The debt issuance primarily accounts for the increase in current assets from the prior year and the correlating increase in total liabilities during the current year.

The City's current net position, along with last fiscal year's numbers, are presented for comparison in the following table.

CITY OF SHERMAN'S NET POSITION
(in thousands)

	Governmental Activities		Business-type Activities		Totals	
	2023	2022	2023	2022	2023	2022
Current and other assets	$ 127,128	$ 52,896	$ 17,706	$ 16,755	$ 144,834	$ 69,651
Capital assets	119,903	107,260	33,950	30,253	153,853	137,513
Total assets	**247,031**	**160,156**	**51,656**	**47,008**	**298,687**	**207,164**
Deferred outflows of resources	**13,765**	**4,761**	**3,356**	**1,182**	**17,121**	**5,943**
Long-term liabilities	201,188	111,479	8,554	4,529	209,742	116,008
Other liabilities	14,593	12,374	3,934	6,423	18,527	18,797
Total liabilities	**215,781**	**123,853**	**12,488**	**10,952**	**228,269**	**134,805**
Deferred inflows of resources	**3,082**	**10,092**	**1,090**	**2,861**	**4,172**	**12,953**
Net investment in capital assets	25,941	22,359	31,909	28,113	57,850	50,472
Restricted	3,925	2,886	1,060	-	4,985	2,886
Unrestricted	12,067	5,727	8,465	6,264	20,532	11,991
Total net position	**$ 41,933**	**$ 30,972**	**$ 41,434**	**$ 34,377**	**$ 83,367**	**$ 65,349**

A portion of the City's net position, $5.0 million, represents resources that are subject to external restrictions on how they may be used. At the end of the current fiscal year, all categories of net position were positive.



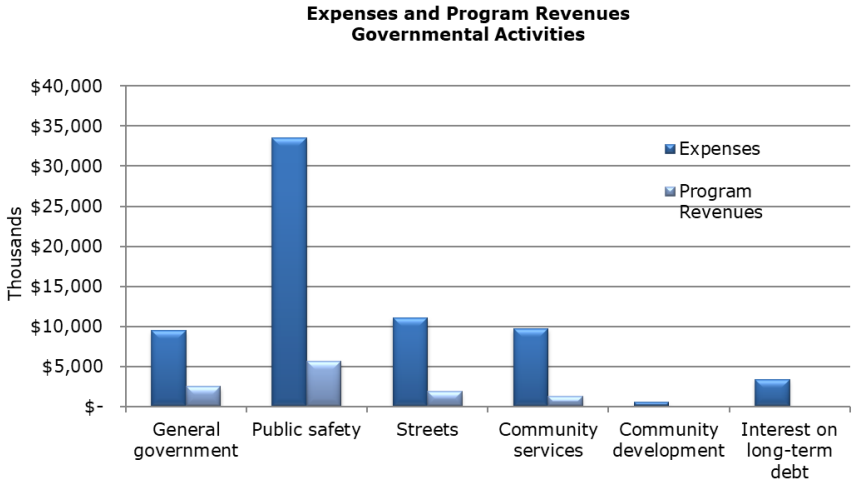
The City's condensed changes in net position, along with last fiscal year's numbers, are presented for comparison in the following table.

CITY OF SHERMAN'S CHANGES IN NET POSITION
(in thousands)

	Governmental Activities		Business-type Activities		Totals	
	2023	**2022**	**2023**	**2022**	**2023**	**2022**
Revenues						
Program revenues:						
Charges for services	$ 11,381	$ 9,060	$ 41,847	$ 38,076	$ 53,228	$ 47,136
Operating grants and contributions	1,187	1,039	-	-	1,187	1,039
Capital grants and contributions	4,646	3,637	2,615	3,191	7,261	6,828
General revenues:						
Property taxes	20,837	18,613	-	-	20,837	18,613
Sales taxes	29,672	25,229	-	-	29,672	25,229
Other taxes	4,313	4,057	-	-	4,313	4,057
Other	2,775	(452)	2,570	1,077	5,345	625
Total revenues	**74,811**	**61,183**	**47,032**	**42,344**	**121,843**	**103,527**
Expenses						
General government	9,479	7,797	-	-	9,479	7,797
Public safety	33,535	25,060	-	-	33,535	25,060
Streets	11,075	9,879	-	-	11,075	9,879
Sanitation	-	750	-	-	-	750
Community services	9,723	7,997	-	-	9,723	7,997
Community development	559	305	-	-	559	305
Interest on long-term debt	3,369	2,918	-	-	3,369	2,918
Water and sewer service	-	-	28,726	24,153	28,726	24,153
Solid waste service	-	-	7,359	6,334	7,359	6,334
Total expenses	**67,740**	**54,706**	**36,085**	**30,487**	**103,825**	**85,193**
Increases (decreases) in net position before transfers	7,071	6,477	10,947	11,857	18,018	18,334
Transfers	3,890	3,358	(3,890)	(3,358)	-	-
Change in net position	**10,961**	**9,835**	**7,057**	**8,499**	**18,018**	**18,334**
Net position, beginning	30,972	21,866	34,377	25,878	65,349	47,744
Prior period adjustment	-	(729)	-	-	-	(729)
Net position, ending	**$ 41,933**	**$ 30,972**	**$ 41,434**	**$ 34,377**	**$ 83,367**	**$ 65,349**

Governmental Activities

Governmental activities increased the City's net position by $10.9 million due to a decrease in deferred outflows from the economic and demographic experience of the pension plan and an increase in deferred inflows related to the plan's investment earnings. Additional factors attributing to the increase compared to the prior year include sales tax growth of 17.6% or $4.4 million and general property tax growth of 12% or $2.2 million due to increased valuations and additions to the tax roll. Expenses in governmental activities were higher than the prior year primarily due to an increase in public safety expenses of $8.4 million or 33.8%. Charges for services were higher compared to the prior year due to an increase in permit fees, which were up $1.0 million in fiscal year 2023 from development growth. Engineering inspection fees were also up $0.4 million in fiscal year 2023.

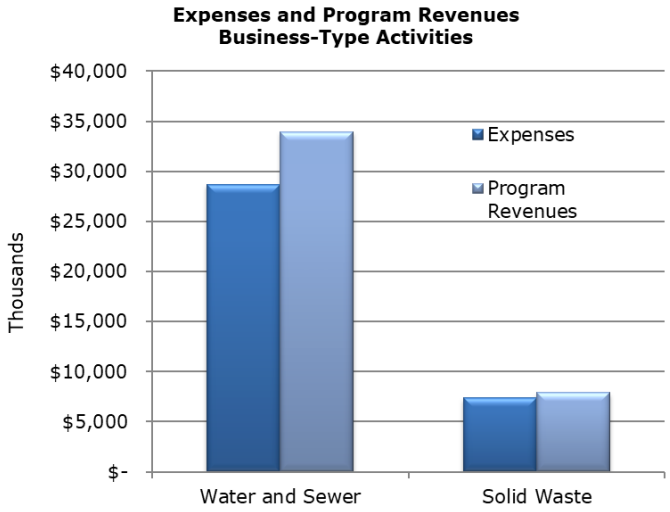


Business-type Activities

Results for the current fiscal year in the City's business-type activities increased the City's net position by $7.0 million, with operations similar to the prior year. Net position from Water and Sewer activities for fiscal year 2023 increased $7.0 million, primarily due to due to a decrease in deferred outflows due to the economic and demographic experience of the pension plan and an increase in deferred inflows related to the plan's investment earnings, and an increase in water and sewers sales as well as water impact fees of $2.2 million and sewer impact fees of $0.5 million.

Net position related to Solid Waste activities increased $0.1 million with solid waste service revenues slightly higher than expenses in fiscal year 2023.

The City's business-type activities expenses and program revenues are presented in the following chart.



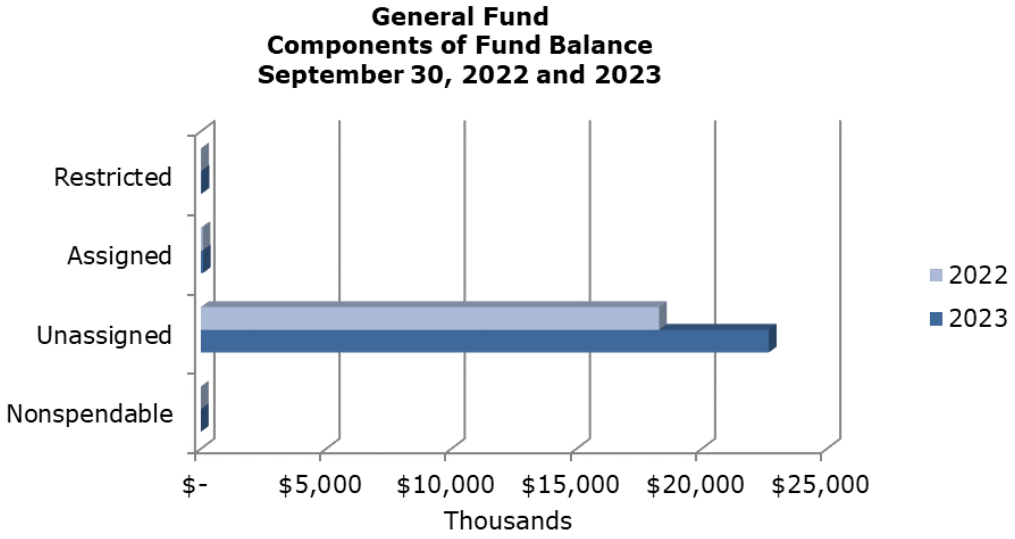
FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City of Sherman uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

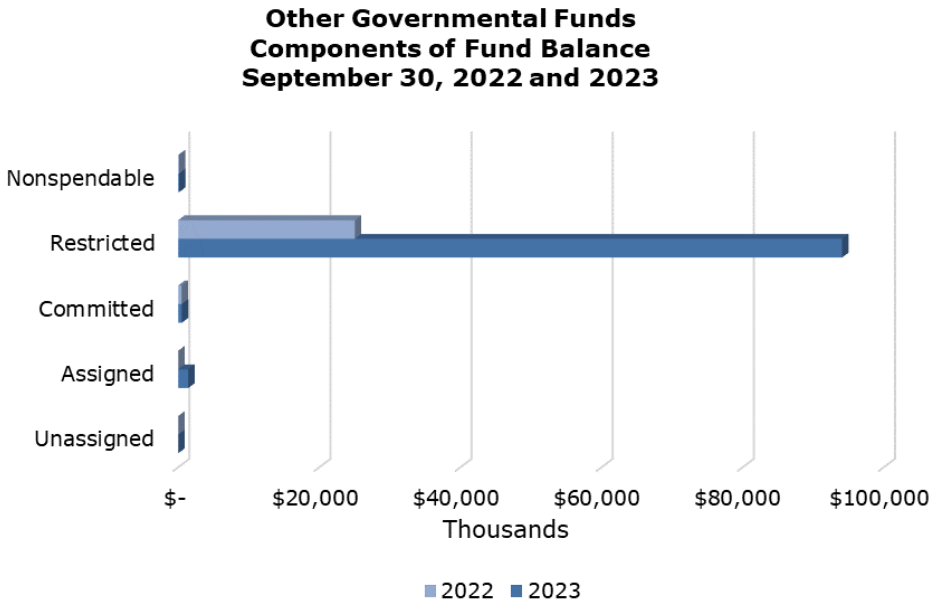
Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City of Sherman itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the City Council.

On September 30, 2023, the City's governmental funds reported combined fund balances of $118.3 million, which is $72.3 million more than the prior year due to proceeds from the issuance of certificates of obligation and tax notes. Approximately 18.7% of the governmental fund balances, or $22.1 million, constitutes unassigned fund balance, which is available for spending at the government's discretion. The remainder of the fund balance is either nonspendable, restricted, committed, or assigned to indicate that it is: 1) not in spendable form ($0.1 million), 2) committed for particular purposes ($0.5 million), 3) restricted for particular purposes ($94.1 million), or 4) assigned for particular purposes ($1.5 million).



The General Fund is the chief operating fund of the City of Sherman. At the end of the fiscal year, unassigned fund balance of the general fund was $22.7 million. Total fund balance increased by $4.4 million from the prior fiscal year to $22.8 million, primarily due to better-than-expected sales tax performance as well as an increase in license and permit revenues due to development growth. Expenditures were higher than the prior year primarily due to an increase in public safety expenditures of $8.4 million or 33.8%. Unassigned fund balance represents approximately 41.1% of total general fund expenditures, which is about the same percentage as total fund balance to expenditures.



The General Improvement Fund, a major fund, increased $66.0 million during the fiscal year, ending the year at a fund balance of $86.0 million. The increase was due primarily due to issuance of certificates of obligation and tax notes. Expenditures of $13.1 million in fiscal year 2023 included $6.0 million for police headquarters construction, $1.7 million for Moore Street, $.08 million for Bel Air Boulevard phases I and II, $0.7 million for Shepherd Drive, $0.5 million for the Fairview pickleball and basketball courts and other street and facilities projects.

The Debt Service Fund, also a major fund, ended the year at a fund balance of $1.5 million. General property taxes of $7.3 million were allocated to this fund to cover principal and interest payments of approximately $7.2 million.

The remaining governmental funds ended the year with a fund balance of $8.2 million, an increase of $0.8 million from the prior year, with similar activity in both years.

Proprietary Funds

The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. The City has two proprietary funds, the Water and Sewer Fund, and the Solid Waste Fund.

Unrestricted net position of the Water and Sewer Fund at the end of the year was $7.6 million and had increased by $4.3 million primarily due to an increase in deferred outflows and a decrease in deferred inflows in the city's pension plan and an increase in water and sewer sales and impact fees.

Unrestricted net position of the Solid Waste Fund decreased marginally. Operations in the Solid Waste Fund were similar to the prior year.

GENERAL FUND BUDGETARY HIGHLIGHTS

Original budget compared to final budget

The original budget was amended by the City Council during fiscal year 2023, increasing revenues by $4.4 million and expenditures by $6.5 million primarily related to increased sales tax revenue and increased expenses related to fleet vehicle repairs, well repairs, additional capital expenses and personnel costs. The size of the budget amendment reflected the rate of growth and change the City experienced during fiscal year 2023 as well as increased costs due to economic factors.

CAPITAL ASSETS

The City's investment in capital assets for its governmental and business-type activities as of September 30, 2023, amounts to $154 million (net of accumulated depreciation). This investment in capital assets includes land, buildings and system improvements, machinery, equipment, vehicles, park facilities, roads, bridges, and the water and wastewater treatment plants. The City's total investments in net capital assets increased in the current fiscal year by $16.0 million or approximately 11.6%.

Major capital asset events during fiscal year 2023 included the following:

- New and continuing projects included miscellaneous water line improvements, work related to the renovation and addition to Fire Station No. 1, Pebblebrook Phase IV Drainage, Bel Air Boulevard Phase II, Moore Street and Shepherd Road.

- Construction projects in progress at the end of fiscal year 2023 included new street design and construction in developing areas, bridge repairs, water system extension and improvements as well as city facilities and park improvements.

- Projects completed during the year included the new police headquarters, the Fairview Pickleball and Basketball courts, MLK park restroom, Lamberth Road drainage improvements, Bel Air Boulevard Phase I, Texoma Parkway Water Main Construction and Ida Road GST Rehab Construction.

- Various machinery and equipment were acquired totaling approximately $7.9 million. Governmental activities included purchasing a wheel loader, excavator and dump truck for the street department, patrol vehicles and equipment for law enforcement, an ambulance and pickup trucks for the fire department, three pickup trucks and a tractor for the parks maintenance department, a dump truck for the community development department, a van and truck for building maintenance, a truck for equipment services, two trucks for engineering, two trucks for development services and a skid steer for quality services. Business type activities included purchasing a telehandler, two dump trucks, an excavator and two pickup trucks for water treatment and distribution, a freightliner, truck mount loader and a roll off truck for solid waste collection.

- Depreciation totaled $10.1 million for governmental activities, including internal service funds and $3.1 million for business-type activities.

CITY OF SHERMAN'S CAPITAL ASSETS, NET OF DEPRECIATION
(in thousands)

	Governmental Activities		Business-type Activities		Totals	
	2023	**2022**	**2023**	**2022**	**2023**	**2022**
Land	$ 8,119	$ 7,844	$ 2,928	$ 2,928	$ 11,047	$ 10,772
Buildings	24,463	9,625	1,059	978	25,522	10,603
Other improvements	57,179	52,670	21,042	16,916	78,221	69,586
Machinery and equipment	17,601	13,695	2,023	1,951	19,624	15,646
Other assets	83	95	6,410	6,418	6,493	6,513
Construction in progress	12,060	23,225	312	1,033	12,372	24,258
Right of use asset - equipment	-	106	-	29	-	135
SBITA	398	330	175	-	573	330
Total Assets	**$119,903**	**$107,590**	**$ 33,949**	**$ 30,253**	**$153,852**	**$137,843**

Additional information on the City's capital assets can be found in the notes on pages 44 through 45 of this report.

DEBT ADMINISTRATION

At the end of the current fiscal year, the City had total contractually obligated long-term debt of $277 million. In fiscal year 2023 the City issued $73.6 million of governmental certificates of obligation to fund general improvements. These obligations are to be repaid from general tax revenues of the General Fund and property taxes. Property taxes and a limited pledge of the net revenues of the water and sewer system secure the certificates of obligation even though repayment is expected to be made solely from general tax revenues. The City also issued $3.1 million in tax notes for the purchase of equipment for departments in the general fund, utility fund and the solid waste fund which will be repaid from property taxes.

CITY OF SHERMAN'S OUTSTANDING DEBT
(in thousands)

	Governmental Activities		Business-type Activities		Totals	
	2023	**2022**	**2023**	**2022**	**2023**	**2022**
Bonds	$ 5,587	$ 6,501	$ -	$ -	$ 5,587	$ 6,501
Leases	-	102	-	36	-	138
SBITA	327	312	100	-	427	312
Certificates of obligation, net of premium	166,285	91,563	-	-	166,285	91,563
Other long-term payables	1,259	2,316	1,940	2,104	3,199	4,420
Tax notes	5,381	3,298	-	-	5,381	3,298
Total Debt	**$178,839**	**$104,092**	**$ 2,040**	**$ 2,140**	**$180,879**	**$106,232**

Long-term debt for the City increased by $75 million or 70.3%, due to the issuances of $73.6 million in certificates of obligation and $3.1 million in tax notes. Principal payments on outstanding debt totaled $6.8 million in fiscal year 2023.

The City of Sherman maintains a "AA" rating from Standard & Poor's for general obligation debt and a rating of "A" for its debt issued through the Greater Texoma Utility Authority.

As part of the budget process, City staff compare the debt limit allowed under the City charter to debt outstanding. At the beginning of the 2023 fiscal year, the City had 19.8% of allowable bonded debt outstanding.

Additional information on the City's long-term debt can be found in the notes on pages 46 through 51 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

In November 2021, Texas Instruments (TI) selected its current location in the City of Sherman for a 4.7-million-square-foot semiconductor fabrication plant to produce state-of-the-art, 300 mm chips for use in consumer electronics and other purposes. The plant, which is slated to begin production by 2025, will employ more than 3,000 people and contribute billions of dollars to the Grayson County economy. TI plans to complete the project in four phases, with an investment totaling over $29.4 billion, by 2030.

In June 2022, Globitech Incorporated (Globitech) selected the City of Sherman to establish an additional manufacturing facility to produce state-of-the-art silicon wafers for use in consumer electronics and other purposes. The plant, when completed, will create 1,500 new jobs and generate billions of dollars in capital investment.

The City has entered into tax abatement agreements and Chapter 380 economic incentive agreements with TI and Globitech. The City is continuing preparations for both direct and indirect effects of the TI and Globitech plants. Direct benefits include property and sales tax revenue, water and sewer revenue, hotel/motel revenue during the construction phases, the addition of high-paying jobs and the community reputation in the US and global technology circles. Indirect benefits include the "spillover" effect for complementary primary job creation and residential and commercial growth. The City is also continuing preparations for the significant increase in demand for water and wastewater when the plants begin production, as well infrastructure to facilitate overall growth of the City.

The following economic factors affecting the City were considered in developing the 2023-2024 fiscal year budget.

- General Fund revenues are expected to be more than in the fiscal year 2023. Sales tax is projected to increase about $1.5 million due to tax revenue from large construction projects and growth in retail, utilities, and other sectors. Property tax is expected to increase due to a 17% increase in values. Tax notes, to be repaid from property taxes, will be used to finance about $3.9 million of fleet and equipment purchases.

- Utility Fund revenues are expected to increase in fiscal year 2024. An inverted block rate structure was approved whereby large users are charged a higher rate for incremental usage above certain thresholds. Residential customers using less than 20,000 gallons per month will not experience an increase. The tiered structure plus overall growth in the City is expected to generate about $3 million in revenue to help finance system expansion and improvements and pay debt service. Utility fund expenses are budgeted to increase compared to fiscal year 2023 due to an increase in personnel expenses.

- Solid Waste Fund revenue is expected to continue to grow, with most of the increase coming from commercial activity. The fund is unbalanced ongoing due to a rate increase in 2023 and a planned rate increase in 2024 in tipping fees from the landfill, Texoma Area Solid Waste Authority (TASWA), and the increasing costs of trash trucks. An expected distribution from the City's joint venture in TASWA may help offset the need for a rate increase to be evaluated later in the year.

- The budget of the General Improvement Fund - City Funds consists of projects not funded by Certificates of Obligation. The fiscal year 2024 budget includes the City's match on a major runway improvement at the Sherman Municipal Airport, implementation of permit software for Development Services, Information Technology equipment, rifle and handgun replacements, and a lease payment on police department video evidence equipment. Funding may come from a variety of sources including the General Fund, grant funds, or Tax Notes.

- The budget of the General Improvement Fund - Bond Funds consists of projects funded by Certificates of Obligation. Ongoing and new street projects include Interurban Parkway (formerly Moore Street), Shepherd Drive, Bel Air Phase II/Beach Club Blvd, Progress Drive, design of OB Groner west of FM 1417, Lamberth and Friendship Roads, and ramp improvements at Hwy 82 and FM 131 near the new Heritage Ranch development. City facility projects include combining Fire Stations Number 1 and 2, and a public safety trunking (communications) system. Park improvements include upgrading of Binkley Park, Pecan Grove West, Hawn Park, Fairview Park, Baker Park, Old Settlers, and development of the new "Shark Tooth" park.

- Projects funded by contractual debt through the Greater Texoma Utility Authority include Post Oak Wastewater Treatment Plant Industrial Expansion, Water Treatment Plant Concentrate Discharge (Brine Line), Shepherd EST, Lake Texoma Pump Station 25MGD #1, Reservoir Pump Station, 36" Water Line West to Water Treatment Plant, 15 MGD Water Treatment Plant South, and Wastewater Treatment Plant Electrical System Switchgear and Generator.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to City of Sherman, Finance Department, P.O. Box 1106, Sherman, Texas 75091-1106.

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BASIC
FINANCIAL STATEMENTS

CITY OF SHERMAN, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2023

	Governmental Activities	Business-type Activities	Total	Component Unit
ASSETS				
Current assets:				
Cash	$ 8,752,698	$ 2,314,178	$ 11,066,876	$ 10,990,036
Pooled and temporary investments	111,487,976	8,814,143	120,302,119	10,618,531
Receivables, net	6,628,469	5,872,878	12,501,347	1,110,330
Inventories, at cost	258,352	695,093	953,445	-
Prepayments and deposits	748	10,158	10,906	-
Total current assets	127,128,243	17,706,450	144,834,693	22,718,897
Noncurrent assets:				
Capital assets:				
Non-depreciable assets	20,178,755	9,641,420	29,820,175	7,316,552
Other capital assets, net	99,724,302	24,308,092	124,032,394	104,111
Total noncurrent assets	119,903,057	33,949,512	153,852,569	7,420,663
Total assets	$ 247,031,300	$ 51,655,962	$ 298,687,262	$ 30,139,560
DEFERRED OUTFLOWS OF RESOURCES				
Pension plan - TMRS	$ 12,832,681	$ 3,128,642	$ 15,961,323	$ 182,424
OPEB - Retiree health plan	671,532	163,723	835,255	9,545
OPEB - TMRS supplemental death benefit	260,595	63,534	324,129	3,705
Total deferred outflows of resources	$ 13,764,808	$ 3,355,899	$ 17,120,707	$ 195,674
LIABILITIES				
Current liabilities:				
Accounts payable	$ 2,743,375	$ 1,120,325	$ 3,863,700	$ 17,242
Accrued expenses payable	725,951	155,407	881,358	33,929
Accrued interest payable	476,764	-	476,764	-
Unearned revenue	55,512	1,625,528	1,681,040	-
Landfill closure costs	-	39,468	39,468	-
Customers' deposits payable	183,854	409,319	593,173	-
Current portion of bonds, leases, certificates of obligation, tax notes and other long-term payables	10,408,279	583,580	10,991,859	40,363
Total current liabilities	14,593,735	3,933,627	18,527,362	91,534

The accompanying notes are an integral part of these financial statements.

CITY OF SHERMAN, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2023

	Governmental Activities	Business-type Activities	Total	Component Unit
LIABILITIES (Continued)				
Long-term liabilities:				
Accrued compensated absences	$ 2,775,353	$ -	$ 2,775,353	$ -
Notes payable	530,890	-	530,890	-
General obligation bonds	4,652,172	-	4,652,172	-
Certificates of obligation	161,477,697	-	161,477,697	-
Tax notes	4,168,770	-	4,168,770	-
Subscription liability	102,079	50,938	153,017	-
Lease liabilities	-	-	-	62,641
Net pension liability	21,735,546	5,299,219	27,034,765	308,985
Total OPEB liability - retiree health plan	4,614,974	1,125,150	5,740,124	65,605
Total OPEB liability - TMRS supplemental death benefit	1,130,247	275,559	1,405,806	16,067
Other long-term payables	-	1,803,249	1,803,249	-
Total long-term liabilities	201,187,728	8,554,115	209,741,843	453,298
Total liabilities	$ 215,781,463	$ 12,487,742	$ 228,269,205	$ 544,832
DEFERRED INFLOWS OF RESOURCES				
Leases	$ -	$ 338,714	$ 338,714	$ -
Pension plan - TMRS	429,704	104,764	534,468	6,109
OPEB - Retiree health plan	2,056,238	501,319	2,557,557	29,232
OPEB - TMRS supplemental death benefit	595,762	145,250	741,012	8,469
Total deferred inflows of resources	$ 3,081,704	$ 1,090,047	$ 4,171,751	$ 43,810
NET POSITION				
Net investment in capital assets	$ 25,941,607	$ 31,909,333	$ 57,850,940	$ 7,317,659
Restricted for:				
General obligation debt service	1,102,493	-	1,102,493	-
Cemetery maintenance:				
Expendable	1,736,720	-	1,736,720	-
Nonexpendable	115,532	-	115,532	-
Cafeteria plan	30,291	-	30,291	-
Law enforcement support	738,660	-	738,660	-
Airport and tourism	200,962	-	200,962	-
Impact fees	-	1,059,784	1,059,784	-
Economic development	-	-	-	22,428,933
Unrestricted	12,066,676	8,464,955	20,531,631	-
Total net position	$ 41,932,941	$ 41,434,072	$ 83,367,013	$ 29,746,592

The accompanying notes are an integral part of these financial statements.

CITY OF SHERMAN, TEXAS

STATEMENT OF ACTIVITIES

YEAR END SEPTEMBER 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental activities:				
General government	$ 9,478,708	$ 2,509,533	$ -	$ -
Public safety	33,534,809	5,691,026	518,676	41,180
Streets	11,075,578	1,886,216	-	4,604,885
Community services	9,723,208	1,294,616	191,038	-
Community development	559,148	-	477,092	-
Interest on long-term debt	3,368,658	-	-	-
Total governmental activities	67,740,109	11,381,391	1,186,806	4,646,065
Business-type activities:				
Water and sewer service	28,725,798	33,940,375	-	2,615,122
Solid waste service	7,359,006	7,906,956	-	-
Total business-type activities	36,084,804	41,847,331	-	2,615,122
Total primary government	$ 103,824,913	$ 53,228,722	$ 1,186,806	$ 7,261,187
Component unit:				
Economic development	$ 5,171,607	$ -	$ -	$ -
Total component unit	$ 5,171,607	$ -	$ -	$ -
General revenues:				
Taxes				
General property				
City sales				
Franchise				
Nonproperty				
Property assessment				
Investment income				
Miscellaneous				
Gain on sale of capital assets				
Transfers - internal activity				
Total general revenues and transfers				
Change in net position				
Net position, beginning				
Net position, ending				

The accompanying notes are in
intergel part of these financial statements.

Net (Expense) Revenue and Change in Net Position			
Primary Government			
Governmental Activities	Business-type Activities	Total	Component Unit
$ (6,969,175)	$ -	$ (6,969,175)	$ -
(27,283,927)	-	(27,283,927)	-
(4,584,477)	-	(4,584,477)	-
(8,237,554)	-	(8,237,554)	-
(82,056)	-	(82,056)	-
(3,368,658)	-	(3,368,658)	-
(50,525,847)	-	(50,525,847)	-
-	7,829,699	7,829,699	-
-	547,950	547,950	-
-	8,377,649	8,377,649	-
$ (50,525,847)	$ 8,377,649	$ (42,148,198)	$ -
$ -	$ -	$ -	$ (5,171,607)
$ -	$ -	$ -	$ (5,171,607)
$ 20,837,372	$ -	$ 20,837,372	$ -
29,672,392	-	29,672,392	6,847,476
3,141,869	-	3,141,869	-
941,534	-	941,534	-
229,094			
1,901,775	535,455	2,437,230	782,854
873,235	2,063,191	2,936,426	-
-	(29,005)	(29,005)	-
3,889,829	(3,889,829)	-	-
61,487,100	(1,320,188)	60,166,912	7,630,330
10,961,253	7,057,461	18,018,714	2,458,723
30,971,688	34,376,611	65,348,299	27,287,869
$ 41,932,941	$ 41,434,072	$ 83,367,013	$ 29,746,592

CITY OF SHERMAN, TEXAS

BALANCE SHEET
GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	General	General Improvement	Debt Service
ASSETS			
Cash	$ 1,262,107	$ 908,670	$ 1,466,904
Pooled and temporary investments	17,870,508	86,950,541	-
Receivables (net of allowances for uncollectibles):			
Interest	82,925	25,175	-
Intergovernmental	64,224	-	-
Accounts	914,532	-	-
Taxes	4,869,557	-	112,353
Leases	-	-	-
Inventory	-	-	-
Prepayments and deposits	735	-	-
Total assets	$ 25,064,588	$ 87,884,386	$ 1,579,257
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE			
Liabilities:			
Accounts payable	$ 1,447,498	$ 826,791	$ -
Accrued wages payable	216,030	-	-
Customer deposits	2,025	-	-
Unearned revenue	-	-	-
Due to other funds	-	1,164,690	-
Total liabilities	1,665,553	1,991,481	-
Deferred inflows of resources:			
Property taxes	221,835	-	101,451
Court fines	97,619	-	-
Ambulance fees	275,909	-	-
Total deferred inflows of resources	595,363	-	101,451
Fund balances:			
Nonspendable:			
Prepayments and deposits	735	-	-
Endowment	-	-	-
Inventory	-	-	-
Restricted for:			
Cafeteria plan	30,291	-	-
Law enforcement support	-	-	-
Airport and tourism	-	-	-
Infrastructure and facilities improvement	-	84,461,096	-
Debt service	-	-	1,477,806
Cemetery maintenance	-	-	-
Committed to:			
New street development	-	-	-
Assigned for:			
Public charities	84,833	-	-
General improvements	-	1,431,809	-
Unassigned	22,687,813	-	-
Total fund balance	22,803,672	85,892,905	1,477,806
Total liabilities, deferred inflows of resources and fund balances	$ 25,064,588	$ 87,884,386	$ 1,579,257

The accompanying notes are an integral part of these financial statements.

Nonmajor Governmental	Total Governmental
$ 3,123,200	$ 6,760,881
5,690,505	110,511,554
5,795	113,895
230,867	295,091
110,523	1,025,055
153,981	5,135,891
50,547	50,547
15,532	15,532
-	735
$ 9,380,950	$ 123,909,181
$ 96,060	$ 2,370,349
6,143	222,173
181,829	183,854
48,789	48,789
878,941	2,043,631
1,211,762	4,868,796
-	323,286
-	97,619
-	275,909
-	696,814
-	735
100,000	100,000
15,532	15,532
-	30,291
738,660	738,660
200,962	200,962
5,475,316	89,936,412
-	1,477,806
1,736,720	1,736,720
515,277	515,277
-	84,833
-	1,431,809
(613,279)	22,074,534
8,169,188	118,343,571
$ 9,380,950	$ 123,909,181

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CITY OF SHERMAN, TEXAS

RECONCILIATION OF THE GOVERNMENTAL
FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2023

Total fund balances - governmental funds	$	118,343,571
Amounts reported for governmental activities in the statement of net position are different because:		
Internal Service Funds are used to charge the costs of certain activities such as fleet maintenance, information technology and insurance to individual funds. The assets and liabilities of the Internal Service Funds are included in governmental activities in the statement of net position.		10,564,913
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds.		
Governmental capital assets		202,197,397
Less: accumulated depreciation		(95,976,444)
Long-term liabilities that pertain to governmental funds are not due and payable in the current period and, therefore, are not reported as fund liabilities. All liabilities - both current and long-term - are reported in the statement of net position. Included with amounts related to long-term liabilities is the deferred charge on bond refunding. Included with amounts related to the net pension liability are deferred outflows of resources and deferred inflows of resources that are attributable to the multiple-employer pension plan. Balances at year-end are:		
Bonds payable		(5,586,700)
Certificates of obligation		(166,285,470)
Tax notes		(245,223)
Subscription liability		(209,521)
Compensated absences		(5,168,938)
Net pension liability		(20,600,781)
OPEB - Retiree health plan		(4,374,036)
OPEB - TMRS supplemental death benefit		(1,071,239)
Deferred outflow of resources - pension plan		12,162,714
Deferred outflow of resources - OPEB retiree health plan		636,472
Deferred outflow of resources - TMRS supplemental death benefit		246,990
Deferred inflow of resources - pension plan		(407,270)
Deferred inflow of resources - OPEB retiree health plan		(1,948,885)
Deferred inflow of resources - TMRS supplemental death benefit		(564,659)
Various other items necessary to convert from the modified accrual basis of accounting to the accrual basis of accounting, including:		
Accrued interest payable		(476,764)
Unavailable revenue - property taxes		323,286
Unavailable revenue - court fines		97,619
Unavailable revenue - ambulance fees		275,909
Net position of governmental activities	$	41,932,941

The accompanying notes are an
integral part of these financial statements.

CITY OF SHERMAN, TEXAS

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

YEAR ENDED SEPTEMBER 30, 2023

	General	General Improvement	Debt Service
REVENUES			
Taxes:			
General property	$ 12,824,275	$ -	$ 7,324,803
City sales	29,341,121	-	-
Franchise	3,141,869	-	-
Nonproperty	199,926	-	-
Property assessment	-	-	-
Licenses and permits	2,874,488	-	-
Intergovernmental	460,095	-	-
Charges for services	4,872,414	-	-
Fines and forfeitures	626,982	-	-
Investment income (loss)	514,365	715,785	65,260
Donations	25,592	-	-
Miscellaneous	872,614	-	5,530
Total revenues	55,753,741	715,785	7,395,593
EXPENDITURES			
Current:			
General government	8,924,409	-	-
Public safety	32,214,040	-	-
Streets	5,644,914	56,109	-
Community services	7,368,394	-	-
Community development	-	-	-
Capital outlay	995,228	12,850,496	-
Debt service:			
Principal	35,377	-	4,061,659
Interest	664	-	3,146,879
Debt issuance costs and agent fees	-	283,799	6,200
Total expenditures	55,183,026	13,190,404	7,214,738
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	570,715	(12,474,619)	180,855
OTHER FINANCING SOURCES (USES)			
Issuance of bonds	-	73,640,000	-
Issuance of tax notes	-	47,250	-
Premium on issuance of debt	-	4,393,799	-
Issuance of SBITA's	170,582	-	-
Transfers in	4,477,471	598,720	846,272
Transfers out	(795,000)	(224,914)	-
Total other financing sources (uses)	3,853,053	78,454,855	846,272
NET CHANGE IN FUND BALANCES	4,423,768	65,980,236	1,027,127
FUND BALANCES, BEGINNING	18,379,904	19,912,669	450,679
FUND BALANCES, ENDING	$ 22,803,672	$ 85,892,905	$ 1,477,806

The accompanying notes are an integral part of these financial statements.

Nonmajor Governmental	Total Governmental
$ 679,364	$ 20,828,442
-	29,341,121
-	3,141,869
741,608	941,534
229,094	229,094
-	2,874,488
839,414	1,299,509
2,820,728	7,693,142
76,533	703,515
355,764	1,651,174
60,367	85,959
64,571	942,715
5,867,443	69,732,562
-	8,924,409
302,303	32,516,343
-	5,701,023
1,716,953	9,085,347
575,319	575,319
1,138,504	14,984,228
-	4,097,036
-	3,147,543
-	289,999
3,733,079	79,321,247
2,134,364	(9,588,685)
-	73,640,000
-	47,250
-	4,393,799
-	170,582
200,000	6,122,463
(1,498,720)	(2,518,634)
(1,298,720)	81,855,460
835,644	72,266,775
7,333,544	46,076,796
$ 8,169,188	$ 118,343,571

CITY OF SHERMAN, TEXAS

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

YEAR ENDED SEPTEMBER 30, 2023

Total net change in fund balance - governmental funds	$ 72,266,775
Amounts reported for governmental activities in the statement of activities are different because:	
Internal Service Funds are used to charge the costs of certain activities such as fleet maintenance, information technology and insurance to individual funds. The change in net position of the Internal Service Funds is reported with governmental activities.	1,968,483
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation. This is the amount of capital assets recorded in the current period.	18,638,038
Depreciation on capital assets is reported in the statement of activities but does not require the use of current financial resources. Therefore, depreciation is not reported as expenditures in the governmental funds.	(7,406,407)
The issuance of long-term debt (e.g. bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of refunding transactions, premiums, discounts, and similar items when debt is issued, whereas the amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	
Issuance of debt	(73,857,832)
Premium on debt issuance	(4,393,799)
Principal paid - bonds payable	860,000
Principal paid - certificates of obligation	3,145,000
Principal paid - tax notes	75,261
Principal paid - subscription liability	35,378
Principal paid - sales tax overpayment	331,271
Amortization of premium on debt issuance	220,617
Certain expenses related to employee compensation and benefits are reported in the statement of activities but do not require the use of financial resources and, therefore, are not reported as expenditures in governmental funds:	
Change in compensated balances	318,849
Change in net pension liability	(1,390,106)
Change in OPEB obligation - Retiree health plan	271,551
Change in OPEB obligation - TMRS supplemental death benefit	(26,869)
Various other items necessary to convert from the modified accrual basis of accounting to the accrual basis of accounting, including:	
Miscellaneous transactions involving capital assets	(5,093)
Change in accrued interest payable	17,922
Change in unavailable revenue - property taxes	8,930
Change in unavailable revenue - court fines	(44,431)
Change in unavailable revenue - ambulance fees	(72,285)
Change in net position of governmental activities	$ 10,961,253

The accompanying notes are an integral part of these financial statements.

CITY OF SHERMAN, TEXAS

STATEMENT OF NET POSITION
PROPRIETARY FUNDS

SEPTEMBER 30, 2023

	Business-type Activities Enterprise Funds			Governmental Activities
	Water and Sewer	Solid Waste	Total	Internal Service
ASSETS				
Current assets:				
Cash	$ 2,038,068	$ 276,110	$ 2,314,178	$ 1,991,817
Pooled and temporary investments	7,784,502	1,029,641	8,814,143	976,422
Receivables (net of allowances for uncollectibles):				
Interest	25,676	5,906	31,582	-
Leases	533,378	-	533,378	-
Accounts	3,532,831	790,890	4,323,721	7,990
Unbilled accounts	855,560	128,637	984,197	-
Inventories, at cost	695,093	-	695,093	242,354
Prepaid items	10,158	-	10,158	13
Due from other funds	-	-	-	2,177,048
Total current assets	15,475,266	2,231,184	17,706,450	5,395,644
Capital assets				
Non-depreciable assets	9,638,420	3,000	9,641,420	55,250
Other capital assets, net	23,400,241	907,851	24,308,092	13,627,320
Total noncurrent assets	33,038,661	910,851	33,949,512	13,682,570
Total assets	48,513,927	3,142,035	51,655,962	19,078,214
DEFERRED OUTFLOWS OF RESOURCES				
Pension plan - TMRS	2,437,372	691,270	3,128,642	669,967
OPEB - retiree health plan	127,565	36,158	163,723	35,060
OPEB - supplemental death benefit	49,503	14,031	63,534	13,605
Total deferred outflows of resources	2,614,440	741,459	3,355,899	718,632

The accompanying notes are an integral part of these financial statements.

CITY OF SHERMAN, TEXAS

STATEMENT OF NET POSITION
PROPRIETARY FUNDS

SEPTEMBER 30, 2023

	Business-type Activities Enterprise Funds			Governmental Activities
	Water and Sewer	Solid Waste	Total	Internal Service
LIABILITIES				
Current liabilities:				
Accounts payable	$ 886,225	$ 234,100	$ 1,120,325	$ 373,026
Accrued expenses payable:				
Accrued wages payable	117,977	37,430	155,407	30,652
Landfill closure and postclosure care costs	-	39,468	39,468	-
Claims payable	-	-	-	473,126
Due to other funds	-	-	-	133,417
Unearned revenue	1,625,528	-	1,625,528	6,723
Customers' deposits payable	369,260	40,059	409,319	-
Current portion of long-term liabilities:				
Notes payable	-	-	-	728,493
Subscription liability	-	49,568	49,568	-
Accrued compensated absences	309,381	88,207	397,588	106,488
Tax notes	-	-	-	1,197,252
Other long-term payables	136,424	-	136,424	-
Total current liabilities	3,444,795	488,832	3,933,627	3,049,177
Long-term liabilities (net of current portion):				
Notes payable	-	-	-	530,890
Subscription liability	-	50,938	50,938	117,758
Net pension liability	4,128,906	1,170,313	5,299,219	1,134,765
Tax notes	-	-	-	3,938,507
Total OPEB liability - retiree health plan	876,665	248,485	1,125,150	240,938
Total OPEB liability - supplemental death benefit	214,703	60,856	275,559	59,008
Other long-term payables	1,803,249	-	1,803,249	-
Total long-term liabilities	7,023,523	1,530,592	8,554,115	6,021,866
Total liabilities	10,468,318	2,019,424	12,487,742	9,071,043
DEFERRED INFLOWS OF RESOURCES				
Leases	338,714	-	338,714	-
Pension plan - TMRS	81,627	23,137	104,764	22,434
OPEB - retiree health plan	390,605	110,714	501,319	107,353
OPEB - supplemental death benefits	113,172	32,078	145,250	31,103
Total deferred outflows of resources	924,118	165,929	1,090,047	160,890
NET POSITION				
Net investment in capital assets	31,098,988	810,345	31,909,333	9,461,831
Restricted	1,059,784	-	1,059,784	-
Unrestricted	7,577,159	887,796	8,464,955	1,103,082
Total net position	$ 39,735,931	$ 1,698,141	$41,434,072	$ 10,564,913

The accompanying notes are an integral part of these financial statements.

CITY OF SHERMAN, TEXAS

STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
PROPRIETARY FUNDS

YEAR ENDED SEPTEMBER 30, 2023

	Business-type Activities - Enterprise Funds			Governmental Activities
	Water and Sewer	Solid Waste	Total	Internal Service
OPERATING REVENUES				
Water sales	$ 16,712,287	$ -	$ 16,712,287	$ -
Sewer sales	9,373,673	-	9,373,673	-
Solid waste service	-	7,906,956	7,906,956	-
Laboratory fees	121,691	-	121,691	-
Service connections and penalties	915,248	-	915,248	-
Utility tap fees	91,548	-	91,548	-
Charges for services	1,584,461	-	1,584,461	15,288,175
Property taxes	-	-	-	1,292,000
Miscellaneous	1,258,283	804,908	2,063,191	68,131
Total operating revenues	30,057,191	8,711,864	38,769,055	16,648,306
OPERATING EXPENSES				
Personnel services	7,669,584	2,174,399	9,843,983	2,085,469
Contractual services	10,328,535	2,723,275	13,051,810	6,600,742
Supplies	1,774,872	321,144	2,096,016	1,333,754
Maintenance and repair	4,710,130	51,572	4,761,702	2,184,706
Vehicle usage	1,166,605	1,972,778	3,139,383	75,000
Depreciation	3,013,862	115,838	3,129,700	2,692,884
Total operating expenses	28,663,588	7,359,006	36,022,594	14,972,555
OPERATING INCOME (LOSS)	1,393,603	1,352,858	2,746,461	1,675,751
NONOPERATING REVENUES (EXPENSES)				
Gain (loss) on sale of assets	(22,908)	(6,097)	(29,005)	(56,078)
Investment income	474,244	61,211	535,455	250,601
Interest expense	(62,210)	-	(62,210)	(187,791)
Impact fees	2,714,135	-	2,714,135	-
Intergovernmental	2,427,332	-	2,427,332	-
Total nonoperating revenues (expenses)	5,530,593	55,114	5,585,707	6,732
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	6,924,196	1,407,972	8,332,168	1,682,483
CONTRIBUTIONS AND TRANSFERS				
Capital contributions	2,615,122	-	2,615,122	-
Transfers in	5,012,742	-	5,012,742	286,000
Transfers out	(7,584,855)	(1,317,716)	(8,902,571)	-
Total contributions and transfers	43,009	(1,317,716)	(1,274,707)	286,000
CHANGE IN NET POSITION	6,967,205	90,256	7,057,461	1,968,483
NET POSITION, BEGINNING	32,768,726	1,607,885	34,376,611	8,596,430
NET POSITION, ENDING	$ 39,735,931	$ 1,698,141	$ 41,434,072	$ 10,564,913

The accompanying notes are an integral part of these financial statements.

CITY OF SHERMAN, TEXAS

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS

YEAR ENDED SEPTEMBER 30, 2023

	Business-type Activities - Enterprise Funds			Governmental Activities
	Water and Sewer	Solid Waste	Total	Internal Service
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from customers	$27,143,899	$ 8,759,872	$35,903,771	$ -
Cash received for interfund services	-	-	-	16,891,939
Cash paid for supplies and materials	(18,205,230)	(5,112,295)	(23,317,525)	(4,147,558)
Cash paid for premiums, claims and administrative	-	-	-	(5,971,390)
Cash paid for personnel services	(7,518,677)	(2,142,583)	(9,661,260)	(2,056,355)
Net cash provided (used) by operating activities	1,419,992	1,504,994	2,924,986	4,716,636
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Cash received from other governments	2,427,332	-	2,427,332	-
Cash received from other funds	5,012,742	-	5,012,742	330,118
Cash paid to other funds	(7,584,855)	(1,317,716)	(8,902,571)	(2,191,048)
Net cash provided (used) by noncapital financing activities	(144,781)	(1,317,716)	(1,462,497)	(1,860,930)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Proceeds from sale of capital assets	56,092	18,273	74,365	304,033
Acquisition of capital assets	(4,374,379)	(348,627)	(4,723,006)	(4,497,539)
Proceeds from issuance of long-term debt	28,627	94,650	123,277	3,258,027
Principal retirement of long-term debt	(194,342)	-	(194,342)	(1,680,559)
Impact fees	2,714,135	-	2,714,135	-
Interest paid on long-term debt	(62,210)	-	(62,210)	(261,948)
Capital contributions	408,574	-	408,574	-
Net cash provided (used) by capital and related financing activities	(1,423,503)	(235,704)	(1,659,207)	(2,877,986)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest and investment income received	469,486	56,074	525,560	250,601
Purchases of investments	(3,809,175)	-	(3,809,175)	(375,275)
Proceeds from sale of investments	4,675,910	26,667	4,702,577	-
Net cash provided (used) by investing activities	1,336,221	82,741	1,418,962	(124,674)
NET INCREASE (DECREASE) IN CASH	1,187,929	34,315	1,222,244	(146,954)
CASH, BEGINNING	850,139	241,795	1,091,934	2,138,771
CASH, ENDING	$ 2,038,068	$ 276,110	$ 2,314,178	$ 1,991,817

The accompanying notes are an integral part of these financial statements.

CITY OF SHERMAN, TEXAS

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS

YEAR ENDED SEPTEMBER 30, 2023

	Business-type Activities - Enterprise Funds			Governmental Activities
	Water and Sewer	Solid Waste	Total	Internal Service
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating income	$ 1,393,603	$ 1,352,858	$ 2,746,461	$ 1,675,751
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:				
Depreciation and amortization	3,013,862	115,838	3,129,700	2,692,884
(Increase) decrease in:				
Accounts receivable (net)	(560,214)	64,206	(496,008)	249,927
Unbilled receivables	(64,101)	(15,423)	(79,524)	-
Inventories	(65,257)	-	(65,257)	(21,268)
Prepaid items	-	-	-	2,308
Deferred outflows of resources	(1,693,113)	(481,058)	(2,174,171)	(458,833)
Increase (decrease) in:				
Accounts payable	(159,831)	(43,526)	(203,357)	139,337
Accrued wages payable	13,873	6,662	20,535	354
Estimated liability for claims	-	-	-	(49,923)
Accrued compensated absences	203	(24,235)	(24,032)	4,553
Unearned revenue	(2,427,331)	-	(2,427,331)	(1,494)
Customer deposits	138,354	(775)	137,579	-
Net pension liability	3,538,982	1,003,579	4,542,561	968,416
Net OPEB	(320,975)	(89,840)	(410,815)	(98,313)
Deferred inflows of resources	(1,388,063)	(383,292)	(1,771,355)	(387,063)
Total adjustments	26,389	152,136	178,525	3,040,885
Net cash provided (used) by operating activities	$ 1,419,992	$ 1,504,994	$ 2,924,986	$ 4,716,636

The accompanying notes are an integral part of these financial statements.

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I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Sherman, Texas (the City) was founded by an act of the First Texas Legislature in 1846 and was incorporated as a general law City on December 7, 1858. In 1915, the City was reorganized as a home rule City with the adoption of a new City Charter. The new charter established a Council-Manager form of government. The general governmental functions include law enforcement, fire and other public safety activities, streets, sanitation, public improvements, public charities, parks and recreation, library services, zoning and general administrative services. Enterprise Funds are used to account for the operations of its water, sewer and solid waste systems.

The accounting and reporting policies of the City relating to the funds included in the accompanying basic financial statements conform to accounting principles (GAAP) generally accepted in the United States of America applicable to state and local governments. Generally accepted accounting principles for the local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants in the publication entitled, *Audits of State and Local Governmental Units.*

A. Financial Statement Presentation

The basic financial statements are prepared in conformity with GAAP, which requires the government-wide financial statements to be prepared using the accrual basis of accounting and the economic resources measurement focus. Government-wide financial statements do not provide information by fund, but distinguish between the City's governmental activities, business-type activities and activities of its discretely presented component unit on the statement of net position and statement of activities. The City's statement of net position includes both noncurrent assets and noncurrent liabilities of the City. In addition, the government-wide statement of activities reflects depreciation expense on the City's capital assets, including infrastructure.

In addition to the government-wide financial statements, the City has prepared fund financial statements, which use the modified accrual basis of accounting and the current financial resources measurement focus for the governmental funds. The accrual basis of accounting is utilized by proprietary fund types. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

The Management's Discussion and Analysis provides an analytical overview of the City's financial activities. In addition, a budgetary comparison statement is presented that compares the original adopted and final amended general fund budgets with actual results. The City does not have any major special revenue funds.

B. Financial Reporting Entity

The City is governed by an elected mayor and a six-member council. As required by GAAP, these financial statements present the City (the primary government) and the entities for which the City is considered to be financially accountable (component units). Discretely presented component units are reported in a separate column in the basic financial statements in order to emphasize that they are legally separate from the City.

The City's financial reporting entity comprises the following:

Primary Government:	City of Sherman
Discrete Component Unit:	Sherman Economic Development Corporation (SEDCO)

The City's basic financial statements include the accounts of all City operations. The criteria for including organizations as component units with the City's reporting entity, as set forth in Section 2100 of GASB's Codification of Governmental Accounting and Financial Reporting Standards, include whether:

- The organization is legally separate (can sue and be sued in their own name);
- The City appoints a voting majority of the organization's board;
- The City is able to impose its will on the organization;
- The organization has the potential to impose a financial benefit / burden on the City; and
- There is fiscal dependency by the organization on the City.

These factors make the organization meet the criteria for being presented as a component unit.

Blended Component Units

Blended component units are separate legal entities that meet the component unit criteria described above and whose governing body is the same or substantially the same as the City Council or the component unit provides services entirely to the City. These component units' funds are blended into those of the City's by appropriate activity type to compose the primary government presentation. Currently, the City presents no blended component units.

Discretely Presented Component Units

Discretely presented component units are separate legal entities that meet the component unit criteria described above but do not meet the criteria for blending. The following component unit is discretely presented into the reporting activity type of the City's report.

Sherman Economic Development Corporation – (SEDCO) is a nonprofit industrial development corporation organized for the purpose of promoting, assisting and enhancing economic development activities for the City as provided by the Development Corporation Act of 1979. SEDCO is managed by a board of directors composed entirely of persons appointed by and serving at the pleasure of the Sherman City Council. The City is also financially accountable for SEDCO because the City Council approves SEDCO's budget, levies sales taxes (SEDCO's primary source of revenue), and approves any debt issuances. Sales taxes are collected under Section 4A of the Development Corporation Act of 1979 for these purposes. SEDCO began its operations on April 1, 1996. A copy of SEDCO's audit report can be obtained by contacting their offices at 307 West Washington, Sherman, Texas 75090.

Related Organizations

Related organizations are excluded from the financial reporting entity because the City's accountability does not extend beyond making appointments. Audited financial statements are available from the respective organizations. Related organizations are described as follows:

Housing Authority of the City of Sherman (Authority) – Administers federal programs to provide low-rent housing to qualified City residents. The five-member board of the Authority is appointed by the Mayor. The City Council has no significant influence over the management, budget or policies of the Authority. The Authority reports independently.

Greater Texoma Utility Authority (GTUA) – Assists local governments in the development of water, sewer and solid waste facilities. The City appoints 3 members to GTUA's 9-member Board of Directors. The City financed certain water and sewer facilities through debt issued by GTUA and the City is contractually obligated to make sufficient payments to GTUA for annual debt service requirements of that debt. The City has no significant influence over the operations of GTUA, as its scope benefits other entities beside the City. GTUA reports independently.

Texoma Area Solid Waste Authority (TASWA) – Developed and operates a municipal solid waste landfill for the benefit of the City and other local governments in Grayson and Cooke Counties. The Mayor serves as one of five members of TASWA's Board of Directors. The City has an ongoing financial responsibility to TASWA and has pledged to pay fees established by TASWA in order for TASWA to pay its operating and debt service obligations. However, the City has no significant influence over TASWA's administration or operation. TASWA reports independently.

C. Government-wide and Fund Financial Statements

The basic financial statements include both government-wide (based on the City as a whole) and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government and its component units. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The government-wide statement of activities demonstrates the degree to which the direct expenses of a functional category (general government, public safety, streets, community services and community development) are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, 2) grants and contributions that are restricted to meeting the operational requirements of a particular function or segment, and 3) grants and contributions that are restricted to meeting the capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

The net cost (by function or business-type activity) is normally covered by general revenue (property taxes, sales taxes, franchise taxes, intergovernmental revenues, and interest income).

Separate funds-based financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. GASB Statement No. 34 sets forth minimum criteria (percentage of assets, liabilities, revenues or expenditures/expenses of applicable fund category and for the governmental and enterprise combined) for the determination of major funds. The non-major funds are combined in a separate column in the applicable fund financial statements.

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide statements and fund financial statements for proprietary funds are reported using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus means all assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or non-current) are included on the statement of net position and the operating statements present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized when earned, including unbilled water and sewer services which are accrued. Expenses are recognized at the time the liability is incurred.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are franchise fees and administrative charges between the City's Enterprise Funds and the General Fund and charges of the Internal Service Funds to the City's other operating funds. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include charges to customers for services, and operating and capital grants and contributions. General revenues include all taxes and internally generated resources.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Operating income reported in proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as nonoperating in the financial statements.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed.

E. Fund Types and Major Funds

Governmental Funds

The focus of governmental fund measurement (in the fund financial statements) is upon determination of financial position and changes in financial position (sources, uses and balances of financial resources) rather than upon net income. The City reports the following major governmental funds:

General Fund – reports the primary fund of the City. This fund is used to account for all financial resources not reported in other funds.

General Improvement Fund – accounts for projects planned as part of the City's five-year capital improvement program.

Debt Service Fund – to account for the payment of principal and interest on long-term debt.

Proprietary Funds

The focus of proprietary funds measurement is upon determination of operating income, changes in net position, financial position, and cash flows, which is similar to businesses. The City reports the following major Enterprise Funds:

Water and Sewer Fund – accounts for the provision of water and sewer services to the residents of the City.

Solid Waste Fund – accounts for the solid waste collection function of the City.

Other Fund Types

Additionally, the City reports the following fund type:

Special Revenue Funds – account for the proceeds of specific revenue sources that are restricted by law or committed by governing authority for specified purposes, other than debt service or capital projects. They are funded through taxes, grants, or donations.

Capital Projects Funds – account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Permanent Fund – used to report resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that benefit the government or its citizenry. The Perpetual Care Fund of the cemetery is the City's only permanent fund.

Internal Service Funds – used to account for the financing of goods or services provided by one department to other departments within the City on a cost-reimbursement basis. These services include fleet management, information technology, self-funded health and dental insurance, and fleet replacement. These are proprietary funds that are reported with governmental activities in the government-wide financial statements.

F. Assets, Liabilities, and Net Position or Equity

Cash and Investments

Cash of all funds is pooled into common pooled accounts in order to maximize investment opportunities. Each fund whose monies are deposited in the pooled cash accounts has equity therein, and interest earned on the investment of these monies is allocated based upon relative equity at month-end. An individual fund's pooled cash and cash investments are available upon demand and are considered to be "cash equivalents" when preparing these financial statements. In addition, any marketable securities not included in the common pooled accounts that are purchased with a maturity of 90 days or less are also considered to be "cash equivalents."

All investments are recorded at fair value based on quoted market prices. Fair value is the amount at which a financial instrument could be exchanged in a current transaction between willing parties.

Property Taxes

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the City. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 31 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available when they become due or past due and receivable within the current period and those expected to be collected during a 60-day period after the close of the City's fiscal year.

Taxable property includes real property and certain personal property situated in the City. Certain properties of religious, educational and charitable organizations, including the federal government and the State of Texas, are exempt from taxation. Additionally, there are other exemptions as noted below in arriving at the total assessed valuation of taxable property. The valuations are subject to countywide revaluation every five years. The effective tax rate is based upon the previous year's total assessed valuation.

	2023 Tax Roll	2022 Tax Roll
Total assessed value	$ 6,753,984,305	$ 5,467,018,875
Less exemptions for:		
Individuals over 65/disabled	90,697,998	90,751,051
Community housing	4,254,805	3,717,005
Productivity valuations of open land space	219,669,855	114,813,248
Homestead cap exemption	300,532,863	92,981,198
Veterans exemption	45,047,270	37,932,176
Pollution control exemption	49,170,015	43,005,842
Freeport exemptions	138,752,880	107,184,485
Exempt	767,487,790	596,038,941
Abatement	219,705,138	242,080,397
Wind/solar power	494,088	372,794
Net assessed value	$ 4,918,171,603	$ 4,138,141,738
Tax rate (per $100 valuation)	$ 0.4699	$ 0.4890

Inventories

Inventories consist of supplies and fuels held for consumption and are valued at cost on a first-in, first-out basis. Expenditures/expenses are recorded when consumed rather than when purchased.

Prepayments and Deposits

Certain payments to vendors reflect costs applicable to future accounting periods and are recognized as prepayments and deposits in both the government-wide and fund financial statements. The cost of these items is recorded as expenditures / expenses when consumed / provided rather than when paid.

Interfund Receivables and Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" or "due to other funds" on the fund level balance sheets / statement of net position. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Transactions between Funds

Transactions between funds, which would have been treated as revenues, expenditures, or expenses if they involved organizations external to the government unit, are accounted for as revenues, expenditures, or expenses in the funds involved. Transactions which constitute reimbursements of a fund for expenditures or expenses initially made from that fund which are properly applicable to another fund are recorded as expenditures or expenses in the reimbursing fund and as reductions of the expenditure or expenses in the fund reimbursed. All other nonreciprocal transactions between funds which are not reimbursements and where the funds do not receive equivalent goods or services for the transaction are classified as transfers.

Capital Assets

Capital assets, which include property, plant, and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and in the fund financial statements for proprietary funds. All capital assets are valued at historical cost or estimated historical cost if actual historical is not available. Donated assets are valued at acquisition value at the time received. Repairs and maintenance are recorded as expenses. Renewals and betterments are capitalized. Interest has not been capitalized during the construction period on property, plant and equipment.

During fiscal year 2007, the City completed its inventory of general infrastructure assets (i.e., streets and storm water drains), beginning with assets put in use in 1980. The City was able to estimate the historical cost for the initial reporting of these assets through back-trending (i.e., estimating the current replacement cost of the infrastructure to be capitalized and using an appropriate price level index to deflate the cost to the acquisition year or estimated acquisition year). As the City constructs or acquires additional capital assets each year, including infrastructure assets, they are capitalized and reported at historical cost.

Assets capitalized have an original cost of $5,000 or more and over three years of useful life. Depreciation has been calculated on each class of depreciable property using the straight-line method. Right to use SBITA assets are amortized over the lesser of the contract or the useful life of the underlying asset. Estimated useful lives are as follows:

Assets	Years
Buildings	20 - 50
Water and sewer system	30 - 50
Machinery and equipment	5 - 10
Improvements	20
Other assets	10
Right-of-use: SBITA	contract term
Right-of-use: leases	lease term

Compensated Absences

The City's policy allows employees to accumulate earned but unused vacation leave up to the number of days equal to a one-year accrual. The liability for such leave is reported as incurred in the government-wide and proprietary fund financial statements. Vacation accrual is considered a current liability since it must be used within a year or paid at separation, whichever is earlier.

The City's policy allows employees to accumulate earned but unused sick leave on an unlimited basis. For non-civil service employees, accumulated sick leave lapses when the employees leave the City and no monetary obligation exists. Civil service employees are entitled to be paid up to 135 and 90 days for fire and police civil service employees, respectively. An estimated portion of the sick leave liability is included in the current liability for compensated absences based on past experience.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to / deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for employees, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other Post-Employment Benefits

TMRS Supplemental Death Benefits Fund

The City participates in the Texas Municipal Retirement System Supplemental Death Benefit Fund (TMRS SDBF), which is an optional single-employer defined benefit life insurance plan that is administered by TMRS. It provides death benefits to active and, if elected, retired employees of participating employers. Contribution rates are determined annually for each participating municipality as a percentage of that City's covered payroll. The death benefit for retirees is considered an other postemployment benefit (OPEB). The OPEB program is an unfunded trust because the SDBF trust covers both actives and retirees and is not segregated. The Total OPEB Liability of the plan has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes for purposes of measuring the Total OPEB Liability, deferred inflows and outflows of resources, and OPEB expense. Benefit payments are recognized when due and payable in accordance with the benefit terms.

Retiree Insurance Plan

The City, through its substantive commitment to provide other post-employment benefits (OPEB) provides retiree medical coverage to eligible employees. To be eligible, a City employee retiring at age 62 or over must have at least 5 years of service with the City. City employees retiring before age 62 must have at least 20 years of service with the City. Retirees are required to pay the premium cost for both single and dependent coverage. The City also subsidizes certain retirees and dependents as a result of prior commitments. The plan qualifies as a single-employer defined benefit plan and is accounted for in the City's Insurance Fund and in the fund where the retiree last worked. A separate financial statement is not issued for the plan.

Deferred Outflows / Inflows of Resources

In addition to assets, the statement of net position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future periods and will not be recognized as an outflow of resources, either expenses or expenditures, until that time. The City reports the following items qualifying for this category:

- Deferred charges on refunding reported in the statements of net position - A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price and is amortized over the shorter of the life of the refunded or refunding debt.
- Difference in expected and actual pension and OPEB experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Changes in actuarial assumptions related to the pension and OPEB plan – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Pension and OPEB contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.

In addition to liabilities, the statement of net position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to future periods and will not be recognized as an inflow of resources, or revenues, until that time. The City reports the following items qualifying for reporting in this category:

- Difference in expected and actual pension and OPEB experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five-year period.
- Changes in actuarial assumptions related to the OPEB plan – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Deferred unavailable revenues reported on the balance sheet of the governmental funds - A deferred amount is recorded for the billed revenues not yet collected or available. These amounts are deferred and recognized as inflow of resources in the period the amounts become available.

Long-term Obligations

In the government-wide, proprietary and component unit financial statements, long-term debt and other long-term obligations are reported as liabilities. In the fund financial statements, long-term liabilities are not recorded in the governmental funds, as the payment of the obligations will not be made by current financial resources. The governmental fund financial statements recognize the proceeds of debt as other financing sources.

Subscription-Based IT Arrangements

The City is under contract for noncancellable subscription-based IT arrangements (SBITAs). The City recognizes a liability and an intangible right-to-use asset in the government-wide financial statements.

At the commencement of a SBITA, the City initially measures the liability at the present value of payments expected to be made during the agreement term. Subsequently, the liability is reduced by the principal portion of payments made. The asset is initially measured as the initial amount of the liability, adjusted for payments made at or before the commencement date, plus certain initial direct costs. Subsequently, the asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to SBITAs include how the City determines (1) the discount rate it uses to discount the expected payments to present value, (2) agreement term, and (3) agreed upon payments.

- The City uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the SBITA vendor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate.

- The agreement term includes the noncancellable period of the SBITA.

- The agreed upon payments included in the measurement of the liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its SBITA and will remeasure the asset and liability if certain changes occur that are expected to significantly affect the amount of the liability.

Leases

The component unit is a lessee for noncancellable leases of office space. The component unit recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements.

At the commencement of a lease, the component unit initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the component unit determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The component unit uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the component unit generally uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the component unit is reasonably certain to exercise.

The component unit monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long term debt on the statement of net position.

Fund Balances

In the fund financial statements, governmental funds report aggregate amounts for five classifications of fund balances based on the constraints imposed on the use of these resources. The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form - prepaid items or inventories; or (b) legally or contractually required to be maintained intact.

The spendable portion of the fund balance comprises the remaining four classifications: restricted, committed, assigned, and unassigned.

Restricted fund balance - This classification reflects the constraints imposed on resources either (a) externally by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance - These amounts can only be used for specific purposes pursuant to constraints imposed by an ordinance of the City Council – the government's most binding form of commitment. Those committed amounts cannot be used for any other purpose unless the City Council removes the specified use by taking the same type of action imposing the commitment.

Assigned fund balance - This classification includes amounts intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council authorizes an assignment of fund balance by directing the City Manager to assign the amounts or by delegating the authority to assign the amounts to the City Manager, such as for funds given to the City for a specific charitable purpose. Since no formal City Council action is taken for authorization of an assignment, no additional action is taken for its removal.

Unassigned fund balance - This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

The City uses restricted amounts first when both restricted and unrestricted fund balance are available. Additionally, the City would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when the expenditures are made.

The City's Fund Balance policy is to spend the funds with the most constraints first. Restricted fund balance is spent first, then committed fund balance, then assigned fund balance, and last of all, unassigned fund balance. The policy also sets 60 days of expenditures as the minimum amount of fund balance for the General, Utility and Solid Waste Funds. Furthermore, when fund balance falls below 60 days, the City will implement a replenishment plan. The policy also allows the City Council to use unassigned fund balance for capital needs to offset difficult economic times, to stabilize fluctuations in cash flow requirements, and to provide for emergencies.

Net Position

Net position represents the difference between (a) assets and deferred outflows of resources, and (b) liabilities and deferred inflows of resources. Net investment in capital assets consist of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislations adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, and then unrestricted resources as needed.

Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates. Actual amounts could differ from those estimates.

G. New Accounting Pronouncements

Significant new accounting standards issued by the Governmental Accounting Standards Board (GASB) not yet implemented by the City include the following:

GASB Statement No. 99, Omnibus 2022 – The objective of this Statement is to correct practice issues identified during implementation and application of certain GASB Statements and financial reporting for financial guarantees. There are various effective dates 1.) upon issuance 2.) fiscal years beginning after June 15, 2022 and 3.) fiscal years beginning after June 15, 2023.

GASB Statement No. 100, Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62 – The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This Statement will become effective for reporting periods beginning after June 15, 2023, and the impact has not yet been determined.

GASB Statement No. 101, Compensated Absences – The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will become effective for reporting periods beginning after December 15, 2023, and the impact has not yet been determined.

The Government Accounting Standards Board (GASB) has amended the existing standards regarding capitalization thresholds for assets. The amended guidance for the capitalization threshold comes from GASB Implementation Guide 2021-1, Question 5.1. Capitalization policies adopted by governments include many considerations such as finding an appropriate balance between ensuring that all significant capital assets, collectively, are capitalized and minimizing the cost of recordkeeping for capital assets. A government should capitalize assets whose individual acquisition costs are less than the threshold for an individual asset if those assets in the aggregate are significant. Computers, classroom furniture and library books are examples of asset types that may not meet a capitalization policy on an individual basis yet could be significantly collectively. In this example, if the $150,000 aggregate amount (100 computers costing $1,500 each) is significant, the government should capitalize the computers. The amended guidance is effective for reporting periods beginning after June 15, 2023, and the impact has not yet been determined.

II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Information

Budget Policy and Practice

The City follows the procedures outlined below in establishing budgetary data reflected in the financial statements:

Annual budgets are legally adopted for all funds of the City. Fifty (50) days prior to the end of the fiscal year, the City Manager is required to submit to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes the proposed expenditures/expenses and the proposed method to finance them.

Dates for public hearings, the purpose of which are to obtain taxpayers' comments, are set by the City Council at the time the budget is submitted to that body. The City Council may add to, subtract from or change appropriations, but may not change the form of the proposed budget. Any changes must be within the revenue and reserves estimated as available by the City Manager. Prior to September 25 of each year, the budget is legally enacted through the passage of an ordinance.

At any time during the fiscal year, the City Manager may move part or all of any unencumbered appropriation balance among the various departments or programs within each fund.

In the case where additional appropriations are required within a fund, the City Manager must seek approval of the City Council, who may, by resolution, increase that fund's appropriation.

Budget Basis of Accounting

The City prepares its annual budget on a basis (budget basis), which differs from generally accepted accounting principles (GAAP basis). The budget and all transactions are presented in accordance with the City's method (budget basis) in the Schedule of Revenues, Expenditures and Changes in Fund Balances –Budget and Actual – General Fund to provide a meaningful comparison of actual results with the budget. The major differences between budget and GAAP basis in the General Fund is that sales tax is recorded when earned for GAAP and is recorded when received for budget. Unrealized investment gain (loss) is recognized for GAAP basis only.

B. Deficit Fund Equity

The Hotel-Motel, TIRZ#5, TIRZ#7, Stormwater, Equipment Services, and Information Technology Funds have a deficit fund balance of $28,221, $67,399, $286,750, $230,909, $268,316, and $8,347, respectively. These deficits will be addressed as part of the development of the Fiscal Year 2023-2024 budget.

III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Deposits

Cash at September 30, 2023, as reported in the Statement of Net Position, consists of the following items:

	Primary Government	Component Unit
Petty Cash	$ 6,430	$ -
Bank Deposits:		
Demand Accounts	9,560,446	4,813,494
Time Accounts	1,500,000	6,176,542
Total Cash and Deposits	$ 11,066,876	$ 10,990,036

Custodial Credit Risk is the risk that in the event of a bank failure, the City's deposits may not be returned or the City will not be able to recover collateral securities in the possession of an outside party. State statutes require that all deposits in financial institutions be fully collateralized by U.S. Government Obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits. At September 30, 2023, the City's deposit balance of $11,066,876 and the Sherman Economic Development Corporation, a discretely presented component unit, balance of $10,990,036 were both collateralized by FDIC insurance and with letters of credit issued by the Federal Home Loan Bank in the name of the respective entity.

Investments

The following schedule summarizes the City's investments as of September 30, 2023:

Investment Type	Fair Value	Credit Rating	Weighted Average Maturity (Days)
Primary government			
U.S. Treasury	$ 1,944,338	AA+	402
Texas Subdivisions Municipal Obligations	6,665,956	A3 to AA+	610
U.S. Agencies	16,441,124	AA+	624
TexStar	2,128,609	AAAm	29
TexPool	91,318,013	AAAm	26
Common trust funds (corporate)	1,804,079	NR	
Total primary government	120,302,119		
Component unit			
TexPool	10,618,531	AAAm	26
Total component unit	10,618,531		
Total Investments	$ 130,920,650		

The City has investments with two public funds investment pools as of September 30, 2023: the Texas Local Government Investment Pool (TexPool) and the Texas Short-term Asset Reserve Program (TexStar). These pools have been organized in conformity with the Interlocal Cooperation Act and the Public Funds Investment Act of the Texas Government Code. The Comptroller maintains oversight responsibility and has established an advisory board composed of both participants in the pool and other persons who do not have a business relationship with pool. The Advisory Board members review the investment policy and management fee structure.

Both pools state all investments at amortized cost, which generally approximates the fair value of the securities. Both pools submit their information to Standard & Poor's for ratings review. Deposits in this fund are not subject to custodial credit risk. The City does not have any limitations or restrictions on withdrawals from these pools.

In 1956, the City established a trust fund with the purpose to hold investments to provide income for the perpetual upkeep of the City's cemetery. The investments of the trust fund are administered by the trust company affiliated with a non-depository bank. The City's investments in the trust fund at September 30, 2023, are comprised of money market funds, exchange-traded funds and corporate equity and bond mutual funds. The investments are insured and held by the trustee in the City's name. The City has not imposed any restrictions on the investments selected by the trustee. These investments are carried at fair value as determined by market quotes.

Credit Risk is the risk that an insurer or other counterparty to an investment will not fulfill its obligations. Investing is performed in accordance with the City's investment policy adopted by the City Council complying with state law and the City charter. City funds may be invested in: 1) fully insured time deposits; 2) obligations of the United States Treasury; 3) obligations of Agencies or Instrumentalities of the United States; 4) obligations of the State of Texas, or its political subdivisions, rated no lower than A; 5) investment pools with a continuous rating no lower than AAA; and 6) repurchase agreements. Under the City policy, the City may not invest in collateralized mortgage obligations, mutual funds, commercial paper and investment pools rated lower than AAA or who invest in prohibited investments under the City policy.

Custodial Credit Risk for investments is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. For direct investments, the City policy provides that investments and investment collateral is held by a third party custodian with whom the City has a current custodial agreement in the City's name.

Interest Rate Risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Investments held for longer periods are subject to increased risk of adverse interest rate changes. The City's policy provides that to the extent practicable, investments are matched with anticipated cash flows. Investments are diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity period, a single issuer, or an individual class of securities. However, the City's policy provides that investments to be purchased must have final maturities of five years or less.

Concentration of Credit Risk is the risk of loss attributed to the magnitude of the City's investments in a single issuer. The City's policy does not place a limit on the amount that may be invested in any one issuer. This risk does not apply to U. S. Government Securities or investments in an external investment pool.

Foreign Currency Risk is the risk that an investment denominated in the currency of a foreign country could reduce its U. S. dollar value as a result of changes in foreign currency exchange fees. As of September 30, 2023, the City was not exposed to foreign currency risk.

Investments - Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs or quoted prices in markets that are not active; and Level 3 inputs are significant unobservable inputs.

The following schedule summarizes the City's investments that are measured at fair value on a recurring basis as of September 30, 2023:

		Fair Value Measurements Using		
Investment Type	Fair Value 9/30/2023	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
U.S. Treasury	$ 1,944,338	$ 1,944,338	$ -	$ -
Texas Subdivisions Obligations	6,665,956	-	6,665,956	-
U.S. Agencies	16,441,124	-	16,441,124	-
Common trust funds	1,804,079	1,804,079	-	-
Total	$ 26,855,497	$ 3,748,417	$ 23,107,080	$ -

Each of the City's investments are categorized as Level 2, but the perpetual care cemetery trust is classified as Level 1. Level 1 inputs are quoted prices in active markets for identical assets. Level 2 inputs include quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets where there isn't sufficient activity, and/or where price quotations vary substantially either over time or among market makers (some brokered markets, for example), or in which little information is released publicly. Level 2 inputs other than quoted prices that are observable for the asset(s) may include observable and commonly quoted interest rates, yield curves, volatilities, prepayment speeds, loss severities, credit risks, default rates, inputs that are derived principally from or corroborated by observable market data, and similar information. A Level 2 designation requires that all inputs and/or adjustments are observable and documentable in the marketplace.

B. Receivables

Amounts recorded as receivable as of September 30, 2023, for the City's individual major funds, internal service funds, and nonmajor governmental funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	General	General Improvement	Debt Service	Water and Sewer	Solid Waste	Internal Service	Nonmajor	Total
Receivables:								
Interest	$ 82,925	$ 25,175	$ -	$ 25,676	$ 5,906	$ -	$ 5,795	$ 145,477
Intergovernmental	64,224	-	-	-	-	-	230,867	295,091
Leases	-	-	-	533,378	-	-	50,547	583,925
Accounts	3,173,015	-	-	3,747,831	846,890	7,990	110,523	7,886,249
Taxes	4,869,557	-	112,353	855,560	128,637	-	153,981	6,120,088
Gross receivables	8,189,721	25,175	112,353	5,162,445	981,433	7,990	551,713	15,030,830
Less: allowance for uncollectibles	(2,258,483)	-	-	(215,000)	(56,000)	-	-	(2,529,483)
Net total receivables	$ 5,931,238	$ 25,175	$ 112,353	$ 4,947,445	$ 925,433	$ 7,990	$ 551,713	$ 12,501,347

The Water and Sewer Fund and the Solid Waste Fund accounts receivable include unbilled charges for services rendered at September 30, 2023.

Governmental funds report unavailable revenue (a deferred inflow of resources) in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period. At the end of the current fiscal year, the various components of unavailable revenue reported in the governmental funds were as follows:

	General	Debt Service	Total
Delinquent property taxes receivables	$ 221,835	$ 101,451	$ 323,286
Court fines	97,619	-	97,619
Ambulance fees	275,909	-	275,909
Total governmental funds	$ 595,363	$ 101,451	$ 696,814

C. Capital Assets

Capital asset activity for the year ended September 30, 2023, was as follows:

Primary Government

	Beginning Balance	Increases	Decreases	Reclassifications/ Transfers	Ending Balance
Governmental activities, excluding internal service funds:					
Capital assets, not being depreciated:					
Land	$ 7,789,235	$ 274,618	$ -	$ -	$ 8,063,853
Construction in progress	23,217,016	-	(11,157,364)	-	12,059,652
Total assets not being depreciated	31,006,251	274,618	(11,157,364)	-	20,123,505
Capital assets, being depreciated:					
Buildings	16,087,059	15,616,964	-	-	31,704,023
Improvements other than buildings	126,116,606	10,452,465	-	-	136,569,071
Machinery and equipment	9,817,364	3,176,084	(961,497)	11,961	12,043,912
Other capital assets	1,406,832	-	-	-	1,406,832
Right-of-use asset - equipment	217,895	-	(217,895)	-	-
SBITA	82,650	266,938	-	-	349,588
Total capital assets being depreciated	153,728,406	29,512,451	(1,179,392)	11,961	182,073,426
Less accumulated depreciation:					
Buildings	(6,511,456)	(770,658)	-	-	(7,282,114)
Improvements other than buildings	(73,517,882)	(5,937,704)	-	-	(79,455,586)
Machinery and equipment	(8,134,133)	(598,928)	960,144	(11,961)	(7,784,878)
Other capital assets	(1,354,749)	(18,973)	-	-	(1,373,722)
Right-of-use asset - equipment	(112,315)	-	112,315	-	-
SBITA	-	(80,144)	-	-	(80,144)
Total accumulated depreciation	(89,630,535)	(7,406,407)	1,072,459	(11,961)	(95,976,444)
Total capital assets being depreciated, net	64,097,871	22,106,044	(106,933)	-	86,096,982
Governmental activities, excluding internal service funds, capital assets, net	$ 95,104,122	$ 22,380,662	$ (11,264,297)	$ -	$ 106,220,487

	Beginning Balance	Increases	Decreases	Reclassifications/ Transfers	Ending Balance
Internal service funds:					
Capital assets, not being depreciated:					
Land	$ 55,250	$ -	$ -	$ -	$ 55,250
Construction in progress	7,929	-	(7,929)	-	-
Total Assets not being depreciated:	63,179	-	(7,929)	-	55,250
Capital assets, being depreciated:					
Buildings	201,401	-	-	-	201,401
Improvements other than buildings	82,949	-	-	-	82,949
Machinery and equipment	28,387,563	4,241,015	(805,261)	(11,961)	31,811,356
Other capital assets	164,340	16,657	-	-	180,997
SBITA	247,794	-	-	-	247,794
Total capital assets being deprecated	29,084,047	4,257,672	(805,261)	(11,961)	32,524,497
Less: accumulated depreciation:					
Buildings	(152,617)	(7,314)	-	-	(159,931)
Improvements other than buildings	(11,613)	(5,645)	-	-	(17,258)
Machinery and equipment	(16,376,106)	(2,550,372)	445,151	11,961	(18,469,366)
Other capital assets	(121,070)	(10,611)	-	-	(131,681)
SBITA	-	(118,941)	-	-	(118,941)
Total accumulated depreciation	(16,661,406)	(2,692,883)	445,151	11,961	(18,897,177)
Total capital assets being depreciated, net	12,422,641	1,564,789	(360,110)	-	13,627,320
Internal service fund capital assets, net	12,485,820	1,564,789	(368,039)	-	13,682,570
Governmental activities capital assets, net	$ 107,589,942	$ 23,945,451	$ (11,632,336)	$ -	$ 119,903,057

	Beginning Balance	Increases	Decreases	Reclassifications/ Transfers	Ending Balance
Business-type activities					
Capital assets, not being depreciated:					
Land	$ 2,928,321	$ -	$ -	$ -	$ 2,928,321
Water rights	6,400,892	-	-	-	6,400,892
Construction in progress	1,032,633	5,491,227	(6,211,653)	-	312,207
Total assets not being depreciated	10,361,846	5,491,227	(6,211,653)	-	9,641,420
Capital assets, being depreciated:					
Buildings	4,201,022	218,018	-	-	4,419,040
Improvements other than buildings	61,701,845	6,691,704	-	-	68,393,549
Machinery and equipment	9,067,501	440,917	(11,500)	-	9,496,918
Other capital assets	163,979	-	-	-	163,979
Right-of-use asset - equipment	69,962	-	(69,962)		-
SBITA	-	224,977	-	-	224,977
Total capital assets being depreciated	75,204,309	7,575,616	(81,462)	-	82,698,463
Less accumulated depreciation:					
Buildings	(3,223,386)	(136,809)	-	-	(3,360,195)
Improvements other than buildings	(44,786,187)	(2,565,363)	-	-	(47,351,550)
Machinery and equipment	(7,115,618)	(369,622)	11,500	-	(7,473,740)
Other capital assets	(146,980)	(7,914)	-	-	(154,894)
Right-of-use asset - equipment	(40,957)		40,957		-
SBITA	-	(49,992)	-	-	(49,992)
Total accumulated depreciation	(55,313,128)	(3,129,700)	52,457	-	(58,390,371)
Total capital assets being depreciated, net	19,891,181	4,445,916	(29,005)	-	24,308,092
Business-type activities capital assets, net	30,253,027	9,937,143	(6,240,658)	-	33,949,512
Total primary government	$ 137,760,319	$ 33,965,244	$ (17,872,994)	$ -	$ 153,852,569
Component unit					
Capital assets, not being depreciated:					
Land and improvements	$ 10,094,122	$ 25,228	$ (2,916,923)	$ -	$ 7,202,427
Construction in progress	95,450	18,675	-	-	114,125
Total assets not being depreciated	10,189,572	43,903	(2,916,923)	-	7,316,552
Capital assets, being depreciated:					
Equipment	18,490	-	-	-	18,490
Right to use: building	-	123,056	-	-	123,056
Accumulated depreciation	(15,364)	(22,071)	-	-	(37,435)
Total capital assets being depreciated, net	3,126	100,985	-	-	104,111
Total component unit	$ 10,192,698	$ 144,888	$ (2,916,923)	$ -	$ 7,420,663

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	$ 246,406
Public safety	1,010,863
Streets	5,344,790
Community services	804,348
Internal service funds	2,692,883
Total depreciation expense - governmental activities	$ 10,099,290
Business-type activities:	
Water and sewer	$ 3,013,862
Solid waste	115,838
Total depreciation expense - business-type activities	$ 3,129,700

D. Long-term Debt

The following schedule summarizes the changes in long-term debt during the year ended September 30, 2023:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Certificates of obligation	$ 88,170,000	$ 73,640,000	$ 3,145,000	$ 158,665,000	$ 4,495,000
Premium	3,392,760	4,393,799	166,129	7,620,430	312,733
Total certificates of obligation	91,562,760	78,033,799	3,311,129	166,285,430	4,807,733
Bonds payable	6,065,000	-	860,000	5,205,000	880,000
Premium	436,228	-	54,528	381,700	54,528
Total bonds payable	6,501,228	-	914,528	5,586,700	934,528
Tax notes	3,045,000	3,095,000	1,130,000	5,010,000	1,120,000
Tax note premium	252,996	210,277	92,251	371,022	92,252
Notes payable	1,984,358	-	724,975	1,259,383	728,493
Leases	101,841	-	101,841	-	-
SBITA	312,074	170,582	155,377	327,279	225,200
Sales tax overpayment	331,271	-	331,271	-	-
Compensated absences	5,589,722	3,187,796	3,502,092	5,275,426	2,500,073
Governmental activities long-term liabilities	$ 109,681,250	$ 84,697,454	$ 10,263,464	$ 184,115,240	$ 10,408,279
Business-type activities					
Notes payable	$ 31,930	$ -	$ 31,930	$ -	$ -
Other long-term debt	2,072,138	-	132,465	1,939,673	136,424
Leases	35,803	-	35,803	-	-
SBITA	-	100,506	-	100,506	49,568
Compensated absences	421,620	504,031	528,063	397,588	397,588
Business-type activities long-term liabilities	$ 2,561,491	$ 604,537	$ 728,261	$ 2,437,767	$ 583,580
Component unit					
Leases	$ -	$ 123,056	$ 20,052	$ 103,004	$ 40,363
Sales tax overpayment	76,447	-	76,447	-	-
Component unit	$ 76,447	$ 123,056	$ 96,499	$ 103,004	$ 40,363

Interest expense totaled $3,368,658 and $62,210 for governmental and business-type activities, respectively. No interest was capitalized during the year ended September 30, 2023.

Proceeds from the issuance of tax notes and related premium are recorded in the General Improvement Fund ($47,250), for governmental capital projects, and in the Fleet Replacement Fund ($3,258,027) for fleet purchases made on behalf of all funds.

Certificates of Obligation

Certificates of obligation are comprised of the following issues at September 30, 2023:

Governmental activities	
$6,970,000 Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2016, due in annual installments of $290,000 to $455,000 through 2036, interest at 2.0% to 3.0%, to pay contractual obligations for public works projects.	$ 5,125,000
$18,110,000 Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2017, due in annual installments of $625,000 to $1,295,000 through 2037, interest at 3.0% to 5.0%, to pay contractual obligations for public works projects.	14,650,000
$3,900,000 Tax and Municipal Drainage Utility System Revenue Certificates of Obligation, Series 2017A, due in annual installments of $130,000 to $260,000, interest at 2% to 4% to pay contractual obligations for public works projects.	3,010,000
$18,980,000 Combination Tax and Revenue Certificates of Obligation, Series 2018 due in annual installments of $470,000 to $1,155,000, interest at 3.25% to 5% for public works projects.	16,950,000
$19,130,000 Combination Tax and Revenue Certificates of Obligation, Series 2019 due in annual installments of $184,000 to $1,165,000, interest at 3.00% to 5% for street improvements.	17,255,000
$29,025,000 Combination Tax and Revenue Certificates of Obligation, Series 2021 due in annual installments of $390,000 to $1,330,000, interest at 2.00% to 5.00% for a new police department headquarters.	28,035,000
$73,640,000 Combination Tax and Revenue Certificates of Obligation, Series 2023 due in annual installments of $1,455,000 to $4,540,000, interest at 4.00% to 5.00% for various city parks and facilities.	73,640,000
Total governmental activities	$ 158,665,000

Debt service requirements for the certificates of obligation through maturity are as follows:

Year Ending	Governmental Activities		
September 30,	Principal	Interest	Totals
2024	$ 4,495,000	$ 6,073,488	$ 10,568,488
2025	4,340,000	6,225,438	10,565,438
2026	4,550,000	6,017,188	10,567,188
2027	4,760,000	5,802,338	10,562,338
2028	4,985,000	5,586,588	10,571,588
2029-2033	28,105,000	24,709,031	52,814,031
2034-2038	31,015,000	19,268,669	50,283,669
2039-2043	28,590,000	13,853,338	42,443,338
2044-2048	23,275,000	8,534,506	31,809,506
2049-2053	24,550,000	3,373,938	27,923,938
Total	$ 158,665,000	$ 99,444,519	$ 258,109,519

Bonds Payable

Bonds payable is comprised of the following issue at September 30, 2023:

Governmental Activities	
$9,360,000 General Obligation Refunding Bonds, Series 2017, due in annual installments of $65,000 to $955,000 through 2030; interest at 2% to 4%.	$ 5,205,000

Debt service requirements of bonds payable through maturity are as follows:

Year Ending September 30,	Governmental Activities		
	Principal	Interest	Totals
2024	$ 880,000	$ 198,750	$ 1,078,750
2025	905,000	172,350	1,077,350
2026	955,000	136,150	1,091,150
2027	890,000	97,950	987,950
2028	925,000	62,350	987,350
2029	650,000	27,300	677,300
Total	$ 5,205,000	$ 694,850	$ 5,899,850

Tax Notes

The City issued $1,980,000 of Limited Tax Notes, Series 2021. The note will be used for the purchase of equipment for various City facilities. The interest rates range from 3.125% to 4% and will mature in 2026. In the event of default, an acceleration clause goes into effect and the bonds become immediately due.

The City issued $2,100,000 of Limited Tax Notes, Series 2022. The note will be used for the purchase of equipment for various City facilities. The interest rate is 5% and the note will mature in 2027. In the event of default, an acceleration clause goes into effect and the bonds become immediately due.

The City issued $3,095,000 of Limited Tax Notes, Series 2023. The note will be used for the purchase of equipment for various City facilities. The interest rate is 5% and the note will mature in 2027. In the event of default, an acceleration clause goes into effect and the bonds become immediately due.

Debt service requirements of bonds payable through maturity are as follows:

Year Ending September 30,	Governmental Activities		
	Principal	Interest	Totals
2024	$ 1,120,000	$ 240,350	$ 1,360,350
2025	1,170,000	187,600	1,357,600
2026	1,225,000	132,500	1,357,500
2027	925,000	74,750	999,750
2028	570,000	28,500	598,500
Total	$ 5,010,000	$ 663,700	$ 5,673,700

Notes Payable

The note payable is comprised of the following issue at September 30, 2023:

Governmental activities	
$2,522,822 Note payable for the purchase of street department equipment (dump truck, mechanical sweeper, milling machine, roller, wheel excavator, wheel loader, concrete paver and trailer) and a tactical rescue truck for the fire department, due in quarterly installments of $102,739 through 2025, interest at 3.78%☐	$ 576,852
$1,418,810 Note payable for the purchase of street department equipment (motor grader, split drum roller, flip screen attachment, pneumatic roller, paver, & skid steer), due in quarterly installments of $45,391 through 2026, interest at 2.84%	436,674
$794,090 Note payable for the purchase of a pumper and police vehicles, due in quarterly installments of $41,515 through 2025, interest at 1.78%	245,857
Total	$ 1,259,383

Debt service requirements for notes payable through maturity are as follows:

Year Ending September 30,	Governmental Activities Principal	Interest	Totals
2024	$ 728,493	$ 30,492	$ 758,985
2025	441,066	8,779	449,845
2026	89,824	959	90,783
Total	$ 1,259,383	$ 40,230	$ 1,299,613

The City's direct borrowings (notes payable) related to governmental and business-type activities are secured with equipment as collateral.

SBITA Obligations

A summary of subscription payables as of September 30, 2023, are as follows:

Governmental activities:

Purpose of Lease	Interest Rate	Initial Year of SBITA	Amount of Initial Liability	Interest Current Year	Amounts Outstanding 9/30/2023	Amounts Due Within One Year
SBITA:						
Brightly	2.26%	2022	$ 48,725	$ 276	$ 25,695	$ 12,509
Granicus	2.26%	2022	25,592	388	13,245	13,245
M365	2.26%	2022	237,757	448	117,758	117,758
Civic Clerk	2.73%	2023	32,616	-	32,616	15,715
Headlight	2.73%	2023	39,333	-	39,333	19,146
Neo Gov	2.73%	2023	98,633	-	98,632	46,827
Total			$ 482,656	$ 1,112	$ 327,279	$ 225,200

Year Ending September 30,	Governmental Activities Principal	Interest	Totals
2024	$ 225,200	$ 6,956	$ 232,156
2025	102,079	2,758	104,837
Total	$ 327,279	$ 9,714	$ 336,993

Business-type activities:

Purpose of Lease	Interest Rate	Initial Year of SBITA	Amount of Initial Liability	Interest Current Year	Amounts Outstanding 9/30/23	Amounts Due Within One Year
SBITA:						
Rubicon	2.73%	2023	$ 100,506	$ -	$ 100,506	$ 49,568
Total			$ 100,506	$ -	$ 100,506	$ 49,568

Year Ending	Business-type Activities		
September 30,	Principal	Interest	Totals
2024	$ 49,568	$ 2,778	$ 52,346
2025	50,938	1,408	52,346
Total	$ 100,506	$ 4,186	$ 104,692

Leases

A summary of lease payables as of September 30, 2023, are as follows:

Component Unit:

Purpose of Lease	Interest Rate	Initial Year of Lease	Amount of Initial Liability	Interest Current Year	Amounts Outstanding 9/30/23	Amounts Due Within One Year
Lease:						
Right to use: building	2.26%	2023	$ 123,056	$ 1,284	$ 103,004	$ 40,363
Total			$ 123,056	$ 1,284	$ 103,004	$ 40,363

Year Ending	Component Unit		
September 30,	Principal	Interest	Totals
2024	$ 40,363	$ 2,309	$ 42,672
2025	41,477	1,195	42,672
2026	21,164	168	21,332
Total	$ 103,004	$ 3,672	$ 106,676

Other Long-Term Payable

During the year ended September 30, 2006, the City contracted with the U. S. Army Corp of Engineers for the remaining 11,600 acre-feet of water supply storage allocated to the City of Sherman in Lake Texoma. Annual payments are due with interest rates being adjusted at five-year intervals; the current annual payment is $194,531. The balance outstanding at September 30, 2023, is $1,939,673.

Debt service requirements at September 30, 2023, for the long-term payable through maturity are as follows:

Year Ending	Business-Type Activities Texoma Water Rights Series 2006		
September 30,	Principal	Interest	Totals
2024	$ 136,424	$ 58,103	$ 194,527
2025	140,515	54,016	194,531
2026	144,724	49,807	194,531
2027	149,059	45,472	194,531
2028	153,525	41,007	194,532
2029-2033	839,423	133,234	972,657
2034-2035	376,003	17,036	393,039
Total	$ 1,939,673	$ 398,675	$ 2,338,348

Accrued Compensated Absences

Accrued compensated absences (vested sick and vacation leave) are payable from the fund responsible for the employee's compensation. Of the liability attributed to governmental activities at September 30, 2023, significantly all is payable from the General Fund.

Net Pension Liability and Total Other Post Employment Benefit (OPEB) Liabilities

When these liabilities are liquidated for governmental activities, the General Fund will be primarily responsible.

E. Interfund Transfers and Balances

Transfers between funds during the year were as follows:

	Transfers In						
Transfers Out	General	General Improvement	Debt Service	Nonmajor Governmental	Water and Sewer	Internal Service Fund	Totals
General fund	$ -	$ 375,000	$ -	$ 200,000	$ -	$ 220,000	$ 795,000
General improvements	224,915	-	-	-	-	-	224,915
Debt service	-	-	-	-	-	-	-
Nonmajor governmental	227,728	223,720	1,294,248	-	200,000	1,000	1,946,696
Water and sewer	2,927,112	-	-	-	-	51,000	2,978,112
Solid waste	1,097,716	-	-	-	206,000	14,000	1,317,716
Internal service	-	-	-	-	-	-	-
Total	$ 4,477,471	$ 598,720	$ 1,294,248	$ 200,000	$ 406,000	$ 286,000	$ 7,262,439

Transfers were used to 1) allocate funds from the Water and Sewer Fund and Solid Waste Fund for general, administrative and franchise costs; 2) move funds from Construction funds, Stormwater Fund and the Hotel Tax Fund for debt service payments;3) transfer funds to the Hotel Tax Fund for various programs; 4) fund capital projects in the General Improvement Fund; 5) close TIF 1 and transfer proceeds to the General Fund; 6) transfer to fund Capital Projects construction crew; 7) reimburse the Water and Sewer Fund for TIRZ Projects; and 8) restore fund balance in the Health Fund.

Interfund balances at September 30, 2023 consisted of the following receivables and payables:

	Due from Other Funds	
Due to Other Funds	Internal Service Fund	Purpose
General improvement	$ 1,164,690	Pooled cash overdraft
Nonmajor governmental	878,941	Pooled cash overdraft
Internal service	133,417	Pooled cash overdraft
Total	$ 2,177,048	

All of the above balances are expected to be repaid within one year.

IV. OTHER INFORMATION

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions, injuries to employees; and natural disasters. Except for health insurance, the City carries commercial insurance for all risks of loss. The City has not made any significant reductions in insurance coverage from the prior year and there have been no settlements which exceeded insurance coverage during any of the past three fiscal years.

Workers' Compensation, Liability and Property Insurance

The City participates in the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) for workers' compensation claims, liability (general, automobile, law enforcement, and errors/omissions), and property insurance. The TMLIRP is a public entity risk pool currently operating as a common risk management and insurance program. The risk pool is self-sustaining through member contributions and reinsures through commercial companies for claims in excess of pre-determined acceptable risk levels. Each department receives an allocation for the premium amount contributed to the pool. This cost is based on the pool's claims cost, which is adjusted to reflect the City's individual claims experience. Automobile claims are paid up to the actual cash value of the covered automobile. All other insured claims are paid at replacement cost.

B. Health Insurance

The City contracts with an insurance carrier to administer a self-insured health and dental insurance plan. This plan is funded by charges to other funds and charges to employees for extended benefits at their option. For the year ended September 30, 2023, total City and employee contributions to the plan were $6,393,443. Benefit payments, insurance premiums and administrative fees aggregated $4,971,664. The cumulative net position was $1,314,800 at September 30, 2023.

The transactions of the self-insurance plan are reported in the Insurance Internal Service Fund. The City pays a specified monthly amount for each employee and a portion of an employee's dependent coverage which averages approximately $800. The largest portion of this amount is dedicated to the direct payment of claims. The remaining part of the monthly amount is dedicated to the payment of administrative fees and commercial insurance for excess claims. The commercial insurance coverage becomes effective when the claims exceed the maximum amount per employee.

The liability for insurance claims is based on Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. Accordingly, the insurance claims liability includes an estimate for incurred but not reported claims. All claims are expected to be settled within one year and have not been discounted due to their short-term nature and the immaterial effect of discounting the liability.

The following presentation shows the changes in claims liabilities for the years ended September 30, 2023 and 2022:

	2023	2022
Amount of claims liability - October 1	$ 523,049	$ 373,965
Incurred claims	4,749,349	4,011,818
Payments on claims	(4,799,272)	(3,862,734)
Amount of claims liability - September 30 (due within one year)	$ 473,126	$ 523,049

C. Landfill Closure and Postclosure Care Costs

The Cities of Sherman and Denison contracted with the Greater Texoma Utility Authority (GTUA) for use of the Dripping Springs landfill. The City owns the permitted area but GTUA is responsible for the operation and maintenance. This landfill was considered full at September 30, 1993, for financial reporting purposes and a liability was recognized by GTUA based on the future landfill closure and postclosure care cost estimates. The City is financially obligated for a portion of these costs related to gas and ground water monitoring. To date, the City has paid $1,137,503. These costs are expected to significantly decline in the near future and long-term costs cannot be reasonably estimated.

D. Commitments

Greater Texoma Utility Authority

The City has entered into various contracts with the Greater Texoma Utility Authority (GTUA), whereby GTUA provides water and sewer services to the City. As part of the contractual agreements, GTUA issues debt for the benefit of the City, the proceeds of which are used to finance construction of water and sewer facilities and infrastructure within the City. Although this debt is not that of the City, the City is contractually obligated for the repayment of principal and interest on the debt through a pledging of water and sewer revenues.

During the year ended September 30, 2023, the City paid $6,772,592 to GTUA in accordance with these contracts. Future payments under these contracts average approximately $15,300,000 per year for the next 30 years.

A summary of the remaining debt service as of September 30, 2023, is as follows:

Year Ending September 30,	Principal	Interest	Totals
2024	$ 5,444,480	$ 1,671,993	$ 7,116,473
2025	5,575,960	4,381,986	9,957,946
2026	5,707,440	10,563,481	16,270,921
2027	6,488,920	10,409,989	16,898,909
2028	6,950,400	10,221,962	17,172,362
2029-2033	40,102,840	47,530,125	87,632,965
2034-2038	46,210,000	39,776,555	85,986,555
2039-2043	46,360,000	30,417,638	76,777,638
2044-2048	53,920,000	20,193,375	74,113,375
2049-2053	60,360,000	7,388,950	67,748,950
Total	$ 277,120,040	$ 182,556,054	$ 459,676,094

Following is an excerpt from the audited financial statements of GTUA, reflecting the balances as of and for the year ended September 30, 2023. These assets, deferred outflows of resources, liabilities, and net position are not that of the City but are the City's allocation of resources held by GTUA.

SCHEDULE OF NET POSITION

	2023	2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,476,077	$ 1,515,799
Interest receivable	4,200,952	277,958
Due from other governments	52,861	35,939
Due from other funds	298,846	-
Restricted assets:		
Cash and cash equivalents	136,692,750	33,697,507
Temporary investments	233,297,070	-
Total Current Assets	376,018,556	35,527,203
Noncurrent assets:		
Cash and cash equivalents	5,531,848	3,758,514
Temporary investments	45,586,839	55,396,243
Capital assets (net)	101,640,625	69,170,757
Total Noncurrent Assets	152,759,312	128,325,514
Total assets	528,777,868	163,852,717
DEFERRED OUTFLOWS OF RESOURCES		
Deferred loss on refunding	184,785	201,396
LIABILITIES		
Current liabilities:		
Accounts payable	6,994,332	1,359,579
Retainage payable	834,892	377,036
Accrued interest payable	6,330,315	-
Revenue bonds payable	5,075,000	4,980,000
Total current liabilities	19,234,539	6,716,615
Long-term liabilities:		
Revenue bonds payable	503,313,696	148,063,425
Total liabilities	522,548,235	154,780,040
NET POSITION		
Net investment in capital assets	1,184,149	4,642,650
Restricted - debt service	5,531,848	3,758,514
Unrestricted	(301,579)	872,909
Total net position	$ 6,414,418	$ 9,274,073

COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES

	2023	2022
OPERATING REVENUES		
Charges for services	$ 6,613,728	$ 6,595,708
Total operating revenues	6,613,728	6,595,708
OPERATING EXPENSES		
General and administrative	301,781	565,254
Maintenance and repair	207,692	-
Depreciation	4,796,166	4,672,075
Total operating expenses	5,305,639	5,237,329
OPERATING INCOME (LOSS)	1,308,089	1,358,379
NONOPERATING REVENUE (EXPENSES)	(4,167,744)	(2,818,832)
CHANGE IN NET POSITION	$ (2,859,655)	$ (1,460,453)

Grant Programs

The City participates in several federal and state assisted grant programs. Under the terms of these grants, the City is subject to program compliance audits by the grantors or their representatives. Accordingly, the City's compliance with applicable grant requirements will be established at some future date. If future program compliance audits result in questioned or disallowed costs, reimbursements would be made to the grantor agencies. The amounts of expenditures which might be disallowed by the grantor agencies cannot be determined at this time; however, management believes such amounts, if any, would be immaterial.

Encumbrances

The City employs encumbrance accounting under which obligations in the form of purchase orders, contracts and other commitments for the expenditure of funds are reported as committed fund balances since they do not constitute expenditures or liabilities. Appropriations with outstanding commitments or encumbrances are carried into the following year.

The City had the following encumbrances at September 30, 2023:

	General	General Improvement	Nonmajor Governmental
General government	$ 26,777,177	$ -	$ -
Public safety	2,396,619	-	71
Streets	749,756	-	-
Community services	107,416	-	-
General improvements	-	7,210	-
	$ 30,030,968	$ 7,210	$ 71

Component Unit

SEDCO entered into incentive agreements with various companies in Sherman to promote economic development. Under these agreements, SEDCO has agreed to pay amounts ranging from $67,200 to $20,060,000 to each of the individual companies if the companies meet certain requirements by a specified date. Total payments for the fiscal year 2023 under these agreements were $433,863 Potential payments for these agreements are estimated at $1,668,437 for the fiscal year ending September 30, 2023.

SEDCO has contracted with the City of Sherman to fund the City's debt service on the construction of certain infrastructure projects, including water and sewer lines along the west and east sides of Highway 75, sewer lines along Highway 289, sewer lines to Blalock Industrial Park, northbound entrance/exit ramps near Highway 75 and FM 1417, and the Northgate Drive extension. During the year ended September 30, 2023, SEDCO paid $556,056 to the City of Sherman in accordance with these contracts. Future payments under this contract average $833,544 over the next 30 years. A summary of the remaining debt service as of September 30, 2023, is as follows:

Year Ending September 30,	Principal	Interest	Total
2024	$ 619,512	$ 617,025	$ 1,236,537
2025	600,264	644,075	1,244,339
2026	621,042	620,748	1,241,790
2027	644,627	596,775	1,241,402
2028	477,028	572,149	1,049,177
2029-2033	2,703,350	2,564,263	5,267,613
2034-2038	1,724,203	1,974,869	3,699,072
2039-2043	1,776,945	1,565,429	3,342,374
2044-2048	2,267,621	1,074,649	3,342,270
2049-2053	2,893,582	448,162	3,341,744
	$ 14,328,174	$ 10,678,144	$ 25,006,318

Construction Commitments

The City has active construction projects as of September 30, 2023. The projects include new street design and construction in developing areas, construction of a new police headquarters, drainage improvements, wastewater treatment plant and system improvements, water system expansion/extension and bridge repairs. At year end, the City's commitments with contractors are as follows:

	Spent-to-Date	Remaining Commitment
Construction of new city building facilities	$ 483,658	$ 186,692
Park Facilities	55,489	1,994,164
Grand Total	$ 539,147	$ 2,180,856

Litigation

The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's counsel the resolution of these matters will not have a material adverse effect on the financial condition of the City.

E. Tax Abatements

The City of Sherman is authorized by the Texas Local Government Code to enter into property tax abatement agreements and to offer a range of incentives designed to promote local economic development. For the year ended September 30, 2023, the City abated property taxes of $1,102,309 or 0.23% of the $469,018,513 market valuation of properties under these agreements. In accordance with these laws, the City has passed resolutions that establish guidelines and criteria for the administration of the following programs:

Industrial and Commercial Tax Reinvestment Incentives Texas Local Government Code Chapter 312

The City enters into property tax abatement agreements for industrial and commercial entities as stimulation for economic development in Sherman. The impact is based directly on the number and type of jobs created or retained, wages paid, value and economic life of real and personal property added to the tax rolls, local purchase of products and services, indirect employment gains and the general benefit of furthering the City's economic development. Once the industrial or commercial property is added to the tax rolls, the agreements generally call for five to ten years of property tax abatement ranging from 25% to 100%. Some agreements require commitments to create and maintain certain levels of full-time employment. Recapture provisions vary based on each agreement. Many of these agreements are granted in conjunction with other local taxing entities; however, each is approved separately by their governing boards. All abatements under this program for fiscal year 2023 are presented in the following table.

Economic Development Agreements Texas Local Government Code Chapter 380

The City enters into economic development agreements authorized under Chapter 380 with qualifying companies to promote development and redevelopment within the City, stimulate commercial activity, generate additional sales tax and enhance the property tax base and economic vitality of Sherman. These agreements are tailored to company needs and offer a range of incentives designed to achieve the goals of the program. Grants based on a percentage of City taxes with terms ranging from 36% to 64% for five to ten years have been executed under the program, with no recapture provisions. All abatements under this program for fiscal year 2023 are presented in the following table.

Residential Tax Abatement Program Texas Local Government Code Chapter 312

The City's Residential Tax Abatement Program provides property tax abatements for development or redevelopment of single-family residential structures within new or existing subdivisions in low-to-moderate income locations as a stimulus for economic development in Sherman. The abatements equal 100% of the property taxes on the added value above the base year value (as determined by the Grayson Appraisal District) for six years, 80% in year seven, 60% in year eight, 40% in year nine and 20% in year ten. There are no provisions for recapturing taxes abated in prior years. Tax abatements for this program have been aggregated for presentation purposes in the following table.

Central Business District Tax Abatement Program Texas Local Government Code Chapter 312

The City enters into property tax abatement agreements to promote development or redevelopment through modernization or new construction of commercial structures with improvements valued in excess of $25,000 in the Central Business District of Sherman. Property tax abatement agreements under this program generally call for abatements of 100% for five years with no provision to recapture taxes abated in prior years. No property tax abatements were granted under this program for fiscal year 2023.

Tax Abatement Program	Purpose	Recapture Provisions	Tax Revenue for Fiscal Year 2023
Industrial and Commercial Reinvestment Incentives:			
Panda Sherman Power, LLC	Development and construction of electric generation facility	None	$ 618,537
Texas Instruments	Warehousing equipment	None	49,603
Kaiser Aluminum Fabricated Products, LLC	Building and facility improvements, equipment and machinery	None	19,317
JP Hart Lumber Company	Building, facility improvements, land, equipment and machinery	None	6,790
Finisar Sherman RE HOLDCO LLC	Building, facility improvements, land, equipment and machinery	None	297,071
West Moore Solar II LLC	Building, facility improvements, land, equipment and machinery	None	15,771
Total Industrial and Commercial Reinvestment Incentives			1,007,089
Economic Development Agreements Chapter 380 Incentives:			
Riverside(East) Homebuilders, Ltd.	Building, facility improvements, land, equipment and machinery	None	4,517
Highland Homes - Dallas, LLC	Building, facility improvements, land, equipment and machinery	None	13,012
Super Shack LLC	Building, facility improvements, land, equipment and machinery	None	3,497
58 Aggie Development LLC	Building, facility improvements, land, equipment and machinery	None	48,818
Total Chapter 380 Incentives			69,844
Residential Tax Abatement Program	Residential development and redevelopment in low to moderate income locations	None	25,376
Total Tax Abatements			$ 1,102,309

F. Joint Venture

The City has entered an agreement with the Cities of Denison and Gainesville and the Counties of Grayson and Cooke to form the Texoma Area Solid Waste Authority (TASWA). TASWA was organized in July 2000 for the purpose of aiding, assisting and acting on behalf of the participating entities in the financing, construction, ownership and operation of a Type I Municipal Solid Waste Landfill Facility.

TASWA began operation of the landfill during fiscal year 2006. Under the terms of the agreement, TASWA established fees for the member Cities (Sherman, Denison and Gainesville), who have pledged to deliver a guaranteed annual tonnage to the landfill facility. The fees may be recalculated to include changes in debt service requirements or estimated operational and postclosure expenses. According to its operational plan, there will be no significant accumulation of equity in TASWA by the participating governments.

A copy of TASWA's audited financial statements may be obtained directly from TASWA:

Texoma Area Solid Waste Authority, Inc. 20590 State Highway 56, Whitesboro, Texas 76273-4993
Phone: 903-564-4749

G. Deferred Compensation Plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all fulltime employees at their option, permits participants to defer a portion of their salary until future years. The deferred compensation is not available to participants until termination, retirement, death, or unforeseeable emergency. All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property or rights are the property of the beneficiary.

H. Net Pension and Total OPEB Liabilities and Expenses

Amounts are aggregated into a single net pension liability and total OPEB liabilities, and expenses for certain columns. Below is the detail of the net pension liability and total OPEB liabilities and expenses for governmental and business-type activities.

	Governmental Activities	Business-type Activities	Totals	Component Unit
Deferred Outflows:				
Net pension	$ 12,832,681	$ 3,128,642	$ 15,961,323	$ 182,424
OPEB - Retiree health plan	671,532	163,723	835,255	9,545
OPEB - TMRS supplemental death benefit	260,595	63,534	324,129	3,705
Total Deferred Outflows	$ 13,764,808	$ 3,355,899	$ 17,120,707	$ 195,674
Net pension liability	$ 21,735,546	$ 5,299,219	$ 27,034,765	$ 308,985
Total OPEB liability:				
OPEB - Retiree health plan	4,614,974	1,125,150	5,740,124	65,605
OPEB - TMRS supplemental death benefit	1,130,247	275,559	1,405,806	16,067
Total OPEB liability	$ 5,745,221	$ 1,400,709	$ 7,145,930	$ 81,672
Deferred Inflows:				
Net pension	$ 429,704	$ 104,764	$ 534,468	$ 6,109
OPEB - Retiree health plan	2,056,238	501,319	2,557,557	29,232
OPEB - TMRS supplemental death benefit	595,762	145,250	741,012	8,469
Total Deferred Inflows	$ 3,081,704	$ 751,333	$ 3,833,037	$ 43,810
Pension expense	$ 5,341,482	$ 1,302,276	$ 6,643,758	$ 75,933
OPEB expense:				
OPEB - TMRS supplemental death benefit	$ 65,842	$ 16,052	$ 81,894	$ 936
OPEB - Retiree health plan	122,769	29,932	152,701	1,745
Total OPEB expense	$ 188,611	$ 45,984	$ 234,595	$ 2,681

I. Defined Benefit Pension Plan

Plan Description

The City participates as one of 934 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Comprehensive Annual Financial Report (Annual Report) that can be obtained at *tmrs.com.*

All eligible employees of the city are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the city, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options.

Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The City grants monetary credits for service rendered of a theoretical amount equal to two times what would have been contributed by the employee, with interest. Monetary credits, also known as the matching ratio, are 200% of the employee's accumulated contributions and are only payable in the form of an annuity.

Beginning in 2000, the City granted an annually repeating (automatic) basis monetary credit referred to as an updated service credit (USC) which is a theoretical amount that takes into account salary increases or plan improvements. If at any time during their career an employee earns a USC, this amount remains in their account earning interest at 5% until retirement. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employ match plus employer-financed monetary credits, such as USC, with interest were used to purchase an annuity. Additionally, initiated in 2006, the City provided on an annually repeating (automatic) basis cost of living adjustments (COLA) for retirees equal to a percentage of the change in the consumer price index (CPI).

Plan provisions for the City were as follows:

	Plan Year 2022	Plan Year 2021
Employee deposit rate	7.0%	7.0%
Matching ratio (city to employee)	2 to 1	2 to 1
Years required for vesting	5	5
Service retirement eligibility (expressed as age/years of service)	60/5, 0/20	60/5, 0/20
Updated service credit	100% repeating, transfers	100% repeating, transfers
Annuity increase (to retirees)	30% of CPI repeating	30% of CPI repeating

At the December 31, 2022 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	381
Inactive employees entitled to but not yet receiving benefits	233
Active employees	495
Total	1,109

Contributions

Member contribution rates in TMRS are either 5%, 6% or 7% of the Member's total compensation, and the city matching percentages are either 100%, 150% or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city's contribution rate is based on the liabilities created from the benefit plan options selected by the city and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 14.04% and 14.18% in calendar years 2023 and 2022, respectively. The City's contributions to TMRS for the year ended September 30, 2023, were $4,912,051, and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2022, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions:

The TPL in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall Payroll Growth	2.75% per year
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive).

The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2023 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	35.0%	7.70%
Core Fixed Income	6.0%	4.90%
Non-Core Fixed Income	20.0%	8.70%
Other Public and Private Markets	12.0%	8.10%
Real Estate	12.0%	5.80%
Hedge Funds	5.0%	6.90%
Private Equity	10.0%	11.80%
Total	100.0%	

Discount Rate:

The discount rate used to measure the TPL was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the TPL.

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balance at December 31, 2021	$ 167,677,593	$ 163,826,917	$ 3,850,676
Changes for the year:			
Service cost	5,369,785	-	5,369,785
Interest	11,197,229	-	11,197,229
Difference between expected and actual experience	2,007,562	-	2,007,562
Changes of assumptions	-	-	-
Contributions - employer	-	4,663,850	(4,663,850)
Contributions - employee	-	2,341,962	(2,341,962)
Net investment income	-	(11,944,313)	11,944,313
Benefit payments, including refunds of employee contributions	(8,955,232)	(8,955,232)	-
Administrative expense	-	(103,484)	103,484
Other changes	-	123,487	(123,487)
Net changes	9,619,344	(13,873,730)	23,493,074
Balance at December 31, 2022	$ 177,296,937	$ 149,953,187	$ 27,343,750

Sensitivity of the NPL to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
Net Pension Liability (Asset)	$ 51,044,145	$ 27,343,750	$ (7,811,125)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at *www.tmrs.com*.

Pension Expense and Deferred Outflows / Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the City recognized pension expense of $6,643,758 and $75,933 for the component unit.

At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

City

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual economic experience	$ 2,141,666	$ 534,468
Change in actuarial assumptions	32,938	-
Difference between projected and actual investment earnings	10,119,689	-
Contributions subsequent to the measurement date	3,667,030	-
Total	$ 15,961,323	$ 534,468

At September 30, 2023, the Component Unit reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Component Unit

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual economic experience	$ 24,478	$ 6,109
Change in actuarial assumptions	376	-
Difference between projected and actual investment earnings	115,659	-
Contributions subsequent to the measurement date	41,911	-
Total	$ 182,424	$ 6,109

The deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date in the amount of $3,667,030 will be recognized as a reduction of the NPL for the year ended September 30, 2024 for the City.

The deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date in the amount of $41,911 will be recognized as a reduction of the NPL for the year ended September 30, 2024 for the Component Unit.

Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

City Year Ended September 30,	Pension Expense
2024	$ (814,514)
2025	(2,942,550)
2026	(3,290,352)
2027	(4,712,409)
Total	$ (11,759,825)

Component Unit Year Ended September 30,	Pension Expense
2024	$ (9,309)
2025	(33,631)
2026	(37,606)
2027	(53,858)
Total	$ (134,404)

J. Other Postemployment Benefits

Plan Description. The City, through its substantive commitment to provide other post-employment benefits (OPEB) provides retiree medical coverage to eligible employees. To be eligible, a City employee retiring at age 62 or over must have at least 5 years of service with the City. City employees retiring before age 62 must have at least 20 years of service with the City. Retirees are required to pay the premium cost for both single and dependent coverage. The City also subsidizes certain retirees and dependents as a result of prior commitments. The plan qualifies as a single-employer defined benefit plan and is accounted for in the City's Insurance Fund and in the fund where the retiree last worked. A separate financial statement is not issued for the plan and no assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Contributions. The City's contributions to the OPEB for the year ended September 30, 2023 were $701,702, which equal benefit payments for retirees.

The number of employees currently covered by the benefit terms is as follows:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	42
Active employees	486
Total	528

Actuarial Methods and Assumptions

Significant methods and assumptions were as follows:

Discount Rate	4.05% as of December 31, 2022
Inflation Rate	2.50%
Salary Increases	3.50% to 11.50%, including inflation
Demographic Assumptions	Based on the experience study covering the four year period ending December 31, 2018 as conducted for the Texas Municipal Retirement System (TMRS).
Mortality	For healthy retirees, the gender-distinct 2019 Municipal Retirees of Texas mortality tables are used. The rates are projected on a fully generational basis using the ultimate mortality improvement rates in the MP tables published through 2019 to account for future mortality improvements.
Health care trend rates	Initial rate of 7.00% declining to an ultimate rate of 4.25% after 15 years.
Participation rates	25% for retirement ages between 50 and 65; 0% for employees who retire before age 50; 0% for employees who retire after the age of 65.
Discount rate	The discount rate changed from 1.84% as of December 31, 2021 to 4.05% as of December 31, 2022. Additionally, the healthcare trend rates were updated to reflect the plan's anticipated experience.

Projections of health benefits are based on the plan as understood by the City and include the types of benefits in force at the valuation date and the pattern of sharing benefit costs between the City and its employees to that point.

Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

A Single Discount Rate of 4.05% was used to measure the total OPEB liability. This Single Discount Rate was based on the municipal bond rates as of the measurement date. The source of the municipal bond rate was Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2023.

Changes in the Total OPEB Liability

The City's total OPEB liability of $5,805,729 was measured as of December 31, 2022 and was determined by an actuarial valuation as of December 31, 2022.

	Total OPEB Liability
Balance at 12/31/2021	$ 7,191,263
Changes for the year:	
Service cost	394,843
Interest on the total liability	130,950
Difference between expected and actual experience	(378,350)
Changes in assumptions and other inputs	(989,357)
Benefit payments	(543,620)
Net changes	(1,385,534)
Balance at 12/31/2022	$ 5,805,729

Changes of assumptions reflect a change in the discount rate from 1.84% as of December 31, 2021 to 4.05% as of December 31, 2022, lowering the participation rates and the dependent coverage assumption for females, and updates to the health care trend assumption to reflect the plan's anticipated experience.

Discount Rate Sensitivity Analysis

The following schedule shows the impact of the total OPEB liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (4.05%) in measuring the total OPEB liability.

	1% Decrease in Discount Rate (3.05%)	Discount Rate (4.05%)	1% Increase in Discount Rate (5.05%)
Total OPEB Liability	$ 6,360,838	$ 5,805,729	$ 5,320,907

Healthcare Cost Trend Rate Sensitivity Analysis

The following schedule shows the impact of the total OPEB liability if the Healthcare Cost Trend Rate used was 1% less than and 1% greater than what was used in measuring the total OPEB liability.

	1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
Total OPEB Liability	$ 5,046,300	$ 5,805,729	$ 6,770,827

OPEB Expense and Deferred Outflows of Resources Related to OPEB

For the year ended September 30, 2023, the City recognized OPEB expense of $152,701 and $1,745 for the Component Unit.

At September 30, 2023, the City reported deferred outflows of resources related to OPEB from the following sources:

City

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 86,545	$ 1,303,882
Changes in actuarial assumptions	261,747	1,253,675
Contributions subsequent to the measurement date	486,963	-
Total	$ 835,255	$ 2,557,557

At September 30, 2023, the Component Unit reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Component Unit

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 1,631	$ 18,230
Changes in actuarial assumptions	4,934	11,002
Contributions subsequent to the measurement date	2,980	-
Total	$ 9,545	$ 29,232

$486,963 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date are due to benefit payments the City paid with own assets and will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2024.

$2,980 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date are due to benefit payments the Component Unit paid with own assets and will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2024.

Other amounts of the reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

City For the Year Ended September 30,	
2024	$ (366,485)
2025	(366,485)
2026	(372,469)
2027	(288,032)
2028	(251,420)
Thereafter	(564,374)
Total	$ (2,209,265)

Component Unit For the Year Ended September 30,	
2024	$ (4,862)
2025	(4,862)
2026	(4,975)
2027	(3,384)
2028	(2,692)
Thereafter	(1,892)
Total	$ (22,667)

K. Defined Other Post-Employment Benefit Plans

TMRS Supplemental Death Benefits Fund

Plan Description. The City voluntarily participates in the Texas Municipal Retirement System Supplemental Death Benefits Fund (TMRS SDBF). The SDBF is a single-employer defined benefit Other Postemployment Benefit (OPEB) plan as defined by GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. It is established and administered in accordance with the TMRS Act identically to the City's pension plan.

Benefits Provided. The SDBF provides group-term life insurance to City employees who are active members in TMRS, including or not including retirees. The City Council opted into this program via an ordinance, and may terminate coverage under, and discontinue participation in, the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1. Payments from this fund are similar to group-term life insurance benefits, and are paid to the designated beneficiaries upon the receipt of an approved application for payment.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other employment benefit and is a fixed amount of $7,500.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	264
Inactive employees entitled to but not yet receiving benefits	46
Active employees	495
Total	805

Contributions. The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation, which was 0.35% for 2023 and 0.24% for 2022, of which 0.17% and 0.15%, respectively, represented the retiree-only portion for each year, as a percentage of annual covered payroll. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees' entire careers. The City's contributions to the SDBF for the years ended September 30, 2023 and 2022 were $59,003 and $50,165, respectively, representing contributions for both active and retiree coverage, which equaled the required contributions each year.

Total OPEB Liability

The City's total OPEB liability of $1,421,873 was measured as of December 31, 2022 and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs. The City's total OPEB liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions:

Inflation rate	2.5% per annum
Discount rate	4.05%
Actuarial cost method	Entry Age Normal
Projected salary increases	3.50% to 11.50% including inflation

All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.

Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment, with male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis by scale UMP to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment are used with male rates multiplied by 109% and female rates multiplied by 103% with a 3-year set-forward for both males and females.

In addition, a 3.5% and 3% minimum mortality rate is applied to reflect the impairment for younger members who became disabled. The rates are projected on a fully generational basis by scale UMP to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions used in the December 31, 2022 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

The SDBF program is treated as an unfunded OPEB plan because the SDBF trust covers both actives and retirees and the assets are not segregated for these groups. As such, a single discount rate of 4.05% was used to measure the Total OPEB Liability. Because the plan is essentially a "pay-as-you-go" plan, the single discount rate is equal to the prevailing municipal bond rate. The source of the municipal bond rate was fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2022.

Discount Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (4.05%) in measuring the Total OPEB Liability.

	1% Decrease in Discount Rate (3.05%)	Discount Rate (4.05%)	1% Increase in Discount Rate (5.05%)
Total OPEB Liability	$ 1,682,771	$ 1,421,873	$ 1,216,863

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at 12/31/2021	$ 2,027,691
Changes for the year:	
Service cost	100,370
Interest	37,771
Difference between expected and actual experience	(14,686)
Changes of assumptions and other inputs	(679,088)
Benefit payments	(50,185)
Net changes	(605,818)
Balance at 12/31/2022	$ 1,421,873

Changes in assumptions and other inputs reflect a change in the discount rate from 1.84% to 4.05%.

OPEB Expense and Deferred Outflows of Resources Related to OPEB. For the year ended September 30, 2023, the City recognized OPEB expense of $81,894 and $936 for the component unit. There were no changes of benefit terms that affected measurement of the total OPEB liability during the measurement period.

At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to other post-employment benefits from the following sources:

City

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 34,804	$ 166,318
Changes in assumptions and other inputs	243,789	574,694
Contributions subsequent to the measurement date	45,537	-
Totals	$ 324,129	$ 741,012

At September 30, 2023, the Component Unit reported deferred outflows of resources and deferred inflows of resources related to other post-employment benefits from the following sources:

Component Unit

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 398	$ 1,901
Changes in assumptions and other inputs	2,786	6,568
Contributions subsequent to the measurement date	521	-
Totals	$ 3,705	$ 8,469

$45,537 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB Liability for the year ending September 30, 2024 for the City.

$521 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB Liability for the year ending September 30, 2024 for the Component Unit.

Other amounts of the reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

City For the Year Ended September 30,	
2024	$ (71,926)
2025	(91,733)
2026	(82,792)
2027	(101,881)
2028	(112,947)
Thereafter	(1,140)
Total	$ (462,419)

Component Unit For the Year Ended September 30,	
2024	$ (822)
2025	(1,048)
2026	(946)
2027	(1,164)
2028	(1,291)
Thereafter	(14)
Total	$ (5,285)

L. Related Party Transactions

The City had two council members that had transactions with the City through their personal businesses. The two council members had transactions totaling $42,452, and $1,812. One employee had a transaction with the City through their personal business, totaling $15,137. All two council members disclosed the financial relationship with the City on their conflict of interest questionnaires.

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REQUIRED SUPPLEMENTARY INFORMATION

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
(NON-GAAP BUDGETARY BASIS)
GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Taxes			
General property	$ 12,038,400	$ 12,038,400	$ 12,824,275
City sales	28,047,000	29,771,999	29,341,121
Franchise	3,021,000	3,021,000	3,141,869
Nonproperty	168,800	168,800	199,926
Licenses and permits	2,341,200	2,341,200	2,874,488
Intergovernmental	228,482	278,482	460,095
Charges for services	3,411,250	3,411,250	4,872,414
Fines and forfeitures	354,000	354,000	626,982
Investment income	75,000	75,000	514,365
Donations	15,000	15,000	25,592
Miscellaneous	249,200	747,200	872,614
Total revenues	49,949,332	52,222,331	55,753,741
EXPENDITURES			
Current:			
General government	8,613,161	8,953,965	8,924,409
Public safety	30,887,904	32,163,326	32,214,040
Streets	5,814,739	6,246,200	5,644,914
Community services	7,119,319	7,233,475	7,368,394
Capital outlay	658,692	1,167,753	995,228
Debt service:			
Principal	-	-	35,377
Interest	-	-	664
Total expenditures	53,093,815	55,764,719	55,183,026
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,144,483)	(3,542,388)	570,715
OTHER FINANCING SOURCES (USES)			
Issuance of SBITA	-	-	170,582
Transfers in	4,249,742	4,249,742	4,477,471
Transfers out	(375,000)	(795,000)	(795,000)
Total other financing sources (uses)	3,874,742	3,454,742	3,853,053
NET CHANGE IN FUND BALANCE	730,259	(87,646)	4,423,768
FUND BALANCE, BEGINNING	18,379,904	18,379,904	18,379,904
FUND BALANCE, ENDING	$ 19,110,163	$ 18,292,258	$ 22,803,672

The major differences between the budget basis and GAAP basis is that sales tax is recorded when earned for GAAP and is recorded when received for budget. Unrealized investment gain (loss) is recognized for GAAP basis only. The adjustments necessary to convert from the GAAP basis to the budget basis are as follows:

Reverse accrual for sales tax for budget basis	$ 203,392
Reverse adjustment for unreleazed gains/losses on investments	(829,220)
Total adjustments between GAAP and budget basis	$ (625,828)

Adjustments Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 12,824,275	$ 785,875
203,392	29,544,513	(227,486)
-	3,141,869	120,869
-	199,926	31,126
-	2,874,488	533,288
-	460,095	181,613
-	4,872,414	1,461,164
-	626,982	272,982
(829,220)	(314,855)	(389,855)
-	25,592	10,592
-	872,614	125,414
(625,828)	55,127,913	2,905,582
-	8,924,409	29,556
-	32,214,040	(50,714)
-	5,644,914	601,286
-	7,368,394	(134,919)
-	995,228	172,525
	-	
-	35,377	(35,377)
-	664	(664)
-	55,183,026	581,693
(625,828)	(55,113)	3,487,275
-	170,582	170,582
-	4,477,471	227,729
-	(795,000)	-
-	3,853,053	398,311
(625,828)	3,797,940	3,885,586
-	18,379,904	-
$ (625,828)	$ 22,177,844	$ 3,885,586

CITY OF SHERMAN, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
TEXAS MUNICIPAL RETIREMENT SYSTEM
SCHEDULE OF CHANGES IN NET PENSION
LIABILITY AND RELATED RATIOS

Year Ended September 30, 2023

	Year Ended December 31, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Total Pension Liability			
Service Cost	$ 5,369,785	$ 4,577,040	$ 4,499,305
Interest (on the Total Pension Liability)	11,197,229	10,682,508	10,371,517
Difference Between Expected and Actual Experience	2,007,562	956,873	(1,535,502)
Changes of Assumptions	-	-	-
Benefit Payments, including Refunds of Employee Contributions	(8,955,232)	(9,019,378)	(8,514,436)
Net Change in Total Pension Liability	9,619,344	7,197,043	4,820,884
Total Pension Liability - Beginning	167,677,593	160,480,550	155,659,666
Total Pension Liability - Ending (a)	$ 177,296,937	$ 167,677,593	$ 160,480,550
Plan Fiduciary Net Position			
Contributions - Employer	$ 4,663,850	$ 4,124,458	$ 4,024,957
Contributions - Employee	2,341,962	1,992,493	1,964,762
Net Investment Income	(11,944,313)	19,224,382	10,587,504
Benefit Payments, including Refunds of Employee Contributions	(8,955,232)	(9,019,378)	(8,514,436)
Administrative Expense	(103,484)	(89,027)	(68,568)
Other	123,487	609	(2,675)
Net Change in Plan Fiduciary Net Positon	(13,873,730)	16,233,537	7,991,544
Plan Fiduciary Net Position - Beginning	163,826,917	147,593,380	139,601,836
Plan Fiduciary Net Position - Ending (b)	$ 149,953,187	$ 163,826,917	$ 147,593,380
Net Pension Liability (Asset) - ending (a) - (b)	$ 27,343,750	$ 3,850,676	$ 12,887,170
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	84.58%	97.70%	91.97%
Covered Payroll	$ 33,456,605	$ 28,464,182	$ 28,068,030
Net Pension Liability (Asset) as a Percentage of Covered Payroll	81.73%	13.53%	45.91%

GASB 68 requires 10 fiscal years of data to be provided in this schedule. Additional years will be displayed as they become available.

Year Ended December 31, 2019	Year Ended December 31, 2018	Year Ended December 31, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014
$ 4,230,570	$ 3,883,639	$ 3,649,444	$ 3,486,523	$ 3,226,817	$ 2,979,275
9,912,992	9,447,203	9,050,846	8,656,254	8,473,364	8,161,413
639,165	1,223,491	96,380	350,688	(618,003)	(628,326)
263,070	-	-	-	2,493,834	-
(8,259,971)	(7,394,476)	(6,689,131)	(6,769,128)	(6,257,098)	(6,102,278)
6,785,826	7,159,857	6,107,539	5,724,337	7,318,914	4,410,084
148,873,840	141,713,983	135,606,444	129,882,107	122,563,193	118,153,109
$ 155,659,666	$ 148,873,840	$ 141,713,983	$ 135,606,444	$ 129,882,107	$ 122,563,193
$ 3,779,847	$ 3,500,405	$ 3,285,194	$ 2,940,094	$ 2,904,162	$ 2,921,484
1,911,958	1,731,652	1,624,037	1,548,582	1,477,221	1,420,534
19,038,402	(3,872,794)	15,968,315	7,443,517	165,252	6,158,745
(8,259,971)	(7,394,476)	(6,689,131)	(6,769,128)	(6,257,098)	(6,102,278)
(107,658)	(74,888)	(82,784)	(84,096)	(100,658)	(64,305)
(3,234)	(3,911)	(4,195)	(4,531)	(4,972)	(5,287)
16,359,344	(6,114,012)	14,101,436	5,074,438	(1,816,093)	4,328,893
123,242,492	129,356,504	115,255,068	110,180,630	111,996,723	107,667,830
$ 139,601,836	$ 123,242,492	$ 129,356,504	$ 115,255,068	$ 110,180,630	$ 111,996,723
$ 16,057,830	$ 25,631,348	$ 12,357,479	$ 20,351,376	$ 19,701,477	$ 10,566,470
89.68%	82.78%	91.28%	84.99%	84.83%	91.38%
$ 26,929,153	$ 24,736,553	$ 23,200,533	$ 22,122,605	$ 21,118,153	$ 20,293,345
59.63%	103.62%	53.26%	91.99%	93.29%	52.07%

CITY OF SHERMAN, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM

Year Ended September 30, 2023

	2023	2022	2021
Actuarially Determined Contribution	$ 4,912,051	$ 4,539,719	$ 4,136,055
Contributions in Relation to the Actuarially Determined Contribution	4,912,051	4,539,719	4,136,055
Contribution Deficiency (Excess)	$ -	$ -	$ -
Covered Payroll	$ 35,722,972	$ 32,429,322	$ 28,624,847
Contributions as a Percentage of Covered Employee Payroll	13.75%	14.00%	14.45%

Notes to Schedule of Contributions

Valuation Date	Actuarially determined contribution rates are calculated as of December 31 and become effective 13 months later (in January).
Methods and Assumptions Used to Determine Contribution Rates	
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	23 years
Asset Valuation Method	10 year smoothed market; 12% soft corridor
Inflation	2.5%
Salary Increases	3.5% to 11.5%, including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.
Other Information	There were no benefit changes during the year.

GASB 68 requires 10 fiscal years of data to be provided in this schedule. Additional years will be displayed as they become available.

2020	2019	2018	2017	2016	2015
$ 3,905,318	$ 3,701,373	$ 3,432,140	$ 3,198,051	$ 2,911,816	$ 2,883,283
3,905,318	3,701,373	3,432,140	3,198,051	2,911,816	2,883,283
$ -	$ -	$ -	$ -	$ -	$ -
$ 27,443,124	$ 26,523,239	$ 24,250,983	$ 22,954,410	$ 21,711,800	$ 20,725,423
14.23%	13.96%	14.15%	13.93%	13.41%	13.91%

CITY OF SHERMAN, TEXAS

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS
RETIREE INSURANCE BENEFITS PLAN

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Plan Year ended December 31,	**2022**	**2021**	**2020**
A. Total OPEB liability			
Service Cost	$ 394,843	$ 282,712	$ 353,212
Interest (on the Total OPEB Liability)	130,950	146,969	224,515
Difference between expected and actual experience	(378,350)	114,216	(548,928)
Changes of assumptions	(989,357)	(259,196)	(279,885)
Benefit payments, including refunds of employee contributions	(543,620)	(601,065)	(457,753)
Net change in Total OPEB liability	(1,385,534)	(316,364)	(708,839)
Total OPEB liability - beginning	7,191,263	7,507,627	8,216,466
Total OPEB liability - ending (a)	5,805,729	7,191,263	7,507,627
B. Covered-employee payroll	$ 33,456,605	$ 28,454,484	$ 27,729,829
C. Total OPEB liability as a percentage of covered-employee payroll	17.35%	25.27%	27.07%

Note: This schedule is required to have 10 years of information, but the information prior to 2017 is not available.

Note: No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

Note: Changes of assumptions reflect a change in the discount rate from 2.75% as of December 31, 2019 to 2.00% as of December 31, 2020, lowering the participation rates and the dependent coverage assumption for females, and updates to the health care trend assumption to reflect the plan’s anticipated experience.

2019	2018	2017
$ 267,401	$ 322,200	$ 250,905
289,859	290,538	321,034
(141,126)	(1,183,991)	(265,075)
314,951	14,195	343,497
(387,662)	(372,776)	(296,252)
343,423	(929,834)	354,109
7,873,043	8,802,877	8,448,768
8,216,466	7,873,043	8,802,877
$ 26,929,139	$ 24,736,553	$ 23,200,536
30.51%	31.83%	37.94%

CITY OF SHERMAN, TEXAS

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM - SUPPLEMENTAL DEATH BENEFITS FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Plan Year ended December 31,	**2022**	**2021**	**2020**
A. Total OPEB liability			
Service Cost	$ 100,370	$ 85,393	$ 64,556
Interest (on the Total OPEB Liability)	37,771	38,365	46,262
Difference between expected and actual experience	(14,686)	(6,584)	(90,851)
Changes of assumptions	(679,088)	59,165	238,206
Benefit payments, including refunds of employee contributions	(50,185)	(48,389)	(16,841)
Net change in Total OPEB liability	(605,818)	127,950	241,332
Total OPEB liability - beginning	2,027,691	1,899,741	1,658,409
Total OPEB liability - ending (a)	$ 1,421,873	$ 2,027,691	$ 1,899,741
B. Covered-employee payroll	$ 33,456,605	$ 28,464,182	$ 28,068,030
C. Total OPEB liability as a percentage of covered-employee payroll	4.25%	7.12%	6.77%

Note: This schedule is required to have 10 years of information, but the information prior to 2017 is not available.

Note: No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

2019	2018	2017
$ 48,472	$ 51,947	$ 41,761
60,886	47,552	47,400
(306,729)	214,798	-
246,961	(92,549)	103,930
(16,157)	(14,842)	(16,240)
33,433	206,906	176,851
1,624,976	1,418,070	1,241,219
$ 1,658,409	$ 1,624,976	$ 1,418,070
$ 26,929,153	$ 24,736,553	$ 23,200,533
6.16%	6.57%	6.11%

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COMBINING STATEMENTS

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for specific revenues that are legally restricted to expenditures for particular purposes.

Hotel-Motel Fund – This fund accounts for revenue from a seven percent tax levied upon the cost of a hotel or motel room in the City, and for the operations of the Municipal Ballroom and Kidd-Key Auditorium which are supported by the tax. According to state civil statutes, this tax revenue can be used to promote tourism, maintain and repair convention facilities, promote the arts and humanities, or any other purpose directly related to those activities. Additionally, in accordance with bond covenants, two percent of the seven percent is to be used to pay debt service on bonds issued for auditorium improvements. These funds are accounted for in a separate Debt Service Fund.

Community Development Fund – This fund accounts for revenues received from the Community Development Block Grant and the expenditures allowed by grant terms.

PRIDE Program Fund – This fund accounts for public donations through a voluntary one dollar charge on utility bills for the parks and recreation improvement program, police drug enforcement program and/or the library.

Drug Enforcement Fund - This fund accounts for forfeitures awarded to the City by the courts and drug enforcement expenditures.

Municipal Airport Fund – This fund accounts for operations of the City's municipal airport and for grant moneys received to make capital improvements at the airport.

Bel Air Public Improvement District Fund – This fund accounts for property tax revenue collected and expenses incurred on behalf of the public improvement district.

Emergency 9-1-1 Fund – This fund accounts for a public safety program that uses the charges to phone lines for enhanced 9-1-1 service for emergency dispatch services.

Court Security and Technology Fund – This fund accounts for two public safety programs that use court security and technology fees charged by the municipal court for expenditures related to the court.

Stormwater Fund – This fund accounts for the fee assessed on impervious area in the City collected on utility bills. The revenue from the fee is restricted by law for use on stormwater projects.

CAPITAL PROJECT FUNDS

Capital Project Funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Street Revolving Fund – This fund accounts for street assessments, escrow deposits for future street improvements and donations by citizens for specific street improvements.

TIF #2 Construction Fund – This fund accounts for payments for infrastructure improvements within the zone that includes downtown on a pay-as-you-go basis.

TIF #3 Construction Fund – This fund accounts for payments for infrastructure improvements within the zone that includes the northeast corner of the intersection of US Hwy 75 and Loy Lake Road on a pay-as-you-go basis.

TIRZ #5 Construction Fund – This fund accounts for payments for infrastructure improvements within the zone that includes the northwest corner of US Hwy 75 and FM 1417 on a pay-as-you-go basis.

TIRZ #6 Construction Fund – This fund accounts for payments for infrastructure improvements within the zone that includes the area south of the intersection of US Hwy 75 and FM 691 on a pay-as-you-go basis.

CAPITAL PROJECT FUNDS (Continued)

TIRZ #7 Construction Fund – This fund accounts for payments for infrastructure improvements within the zone that includes the southeast corner of US Hwy 75 and FM 1417 on a pay-as-you-go basis.

Roadway Impact Fee Zone #1 – This fund accounts for the assessment imposed against new development in Roadway Service Area 1, defined primarily as the area north of US Hwy 82. The City of Sherman began collecting impact fees June 7, 2021, in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development in this service zone.

Roadway Impact Fee Zone #2 – This fund accounts for the assessment imposed against new development in Roadway Service Area 2, defined primarily as the area west of US HWY 75, between West Travis Street and US 82. The City of Sherman began collecting impact fees June 7, 2021, in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development in this service zone.

Roadway Impact Fee Zone #3 – This fund accounts for the assessment imposed against new development in Roadway Service Area 3, defined primarily as the area south of US Hwy 82 and east of US Hwy 75. The City of Sherman began collecting impact fees June 7, 2021, in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development in this service zone.

Roadway Impact Fee Zone #4 – This fund accounts for the assessment imposed against new development in Roadway Service Area 4, defined primarily as the area split by US Hwy 75 with the northern limit on the west side being Travis Street and the northern limit on the east side being Post Oak Creek. The City of Sherman began collecting impact fees June 7, 2021, in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development in this service zone.

Regional Detention Construction Fund – This fund accounts for fees collected from real estate developers to be used for the future construction of a regional stormwater detention facility.

PERMANENT FUND

The Permanent Fund is used to account for the resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the City's program.

Perpetual Care, Cemetery and Mausoleum Fund – This fund is used to account for principal trust amounts received and related interest income. The interest portion of this fund can be used to maintain the community cemetery.

CITY OF SHERMAN, TEXAS

COMBINING BALANCE SHEETS
NONMAJOR GOVERMENTAL FUNDS

SEPTEMBER 30, 2023

	Special Revenue			
	Hotel - Motel	Community Development	PRIDE Program	Drug Enforcement Program
ASSETS				
Cash	$ -	$ -	$ 41,754	$ 90,176
Pooled and temporary investments	3,288	-	-	-
Receivables (net of allowances for uncollectibles):				
Interest	-	-	-	-
Intergovernmental	-	144,015	-	-
Accounts	-	-	3,303	-
Taxes	153,981	-	-	-
Leases	-	-	-	-
Inventory	-	-	-	-
Total assets	$ 157,269	$ 144,015	$ 45,057	$ 90,176
LIABILITIES, DEFERRED INFLOWS OF AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 26,759	$ 32,202	$ -	$ -
Accrued wages payable	4,023	-	-	-
Customer deposits	10,951	-	-	-
Unearned revenue				
Due to other funds	143,757	111,813	-	-
Total liabilities	185,490	144,015	-	-
Fund balances:				
Nonspendable:				
Endowment	-	-	-	-
Inventory	-	-	-	-
Restricted for:				
Law enforcement support	-	-	21,664	90,176
Airport and tourism	-	-	23,393	-
Infrastructure and facilities improvement	-	-	-	-
Cemetery maintenance	-	-	-	-
Committed to:				
New street development	-	-	-	-
Unassigned	(28,221)	-	-	-
Total fund balances	(28,221)	-	45,057	90,176
Total liabilities, deferred inflows of resources and fund balances	$ 157,269	$ 144,015	$ 45,057	$ 90,176

Special Revenue					Capital Projects	
Municipal Airport	Bel Air Public Improvement District	Emergency 9-1-1	Court Security and Technology	Stormwater Fund	Street Revolving	TIF #2 Construction
$ 68,881	$ 221,206	$ 111,115	$ 150,789	$ 326	$ 104,498	$ 173,584
50,110	-	330,014	-	-	573,587	300,658
-	-	-	-	-	-	-
33,491	-	53,361	-	-	-	-
39,146	-	504	-	40,295	-	-
-	-	-	-	-	-	-
50,547	-	-	-	-	-	-
15,532	-	-	-	-	-	-
$ 257,707	$ 221,206	$ 494,994	$ 150,789	$ 40,621	$ 678,085	$ 474,242
$ 7,747	$ 10,051	$ 18,931	$ 32	$ 188	$ -	$ 150
-	-	-	-	2,120	-	-
8,070	-	-	-	-	162,808	-
48,789						
-	-	-	-	269,222	-	-
64,606	10,051	18,931	32	271,530	162,808	150
-	-	-	-	-	-	-
15,532	-	-	-	-	-	-
-	-	476,063	150,757	-	-	-
177,569	-	-	-	-	-	-
-	211,155	-	-	-	-	474,092
-	-	-	-	-	-	-
-	-	-	-	-	515,277	-
-	-	-	-	(230,909)	-	-
193,101	211,155	476,063	150,757	(230,909)	515,277	474,092
$ 257,707	$ 221,206	$ 494,994	$ 150,789	$ 40,621	$ 678,085	$ 474,242

CITY OF SHERMAN, TEXAS

COMBINING BALANCE SHEETS
NONMAJOR GOVERMENTAL FUNDS

SEPTEMBER 30, 2023

	Capital Projects			
	TIF #3 Construction	TIRZ #5 Construction	TIRZ #6 Construction	TIRZ #7 Construction
ASSETS				
Cash	$ 250,228	$ -	$ 742,938	$ -
Pooled and temporary investments	-	-	-	-
Receivables (net of allowances for uncollectibles):				
Interest	-	-	-	-
Intergovernmental	-	-	-	-
Accounts	-	-	-	-
Taxes	-	-	-	-
Leases	-	-	-	-
Inventory	-	-	-	-
Total assets	$ 250,228	$ -	$ 742,938	$ -
LIABILITIES, DEFERRED INFLOWS OF AND FUND BALANCES				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ -
Accrued wages payable	-	-	-	-
Customer deposits	-	-	-	-
Due to other funds	-	67,399	-	286,750
Total liabilities	-	67,399	-	286,750
Fund balances:				
Nonspendable:				
Endowment	-	-	-	-
Inventory	-	-	-	-
Restricted for:				
Law enforcement support	-	-	-	-
Airport and tourism	-	-	-	-
Infrastructure and facilities improvement	250,228	-	742,938	-
Cemetery maintenance	-	-	-	-
Committed to:				
New street development	-	-	-	-
Unassigned	-	(67,399)	-	(286,750)
Total fund balances	250,228	(67,399)	742,938	(286,750)
Total liabilities, deferred inflows of resources and fund balances	$ 250,228	$ -	$ 742,938	$ -

Capital Projects					Permanent	
Roadway Impact Fee Zone #1	Roadway Impact Fee Zone #2	Roadway Impact Fee Zone #3	Roadway Impact Fee Zone #4	Regional Detention	Perpetual Care Cemetery and Mausoleum	Total Nonmajor Governmental Funds
$ 71,864	$ 851,285	$ 51,080	$ 133,637	$ 54,472	$ 5,367	$ 3,123,200
-	-	-	2,628,770	-	1,804,078	5,690,505
-	-	-	5,795	-	-	5,795
-	-	-	-	-	-	230,867
-	-	-	-	-	27,275	110,523
-	-	-	-	-	-	153,981
-	-	-	-	-	-	50,547
-	-	-	-	-	-	15,532
$ 71,864	$ 851,285	$ 51,080	$ 2,768,202	$ 54,472	$ 1,836,720	$ 9,380,950
$ -	$ -	$ -	$ -	$ -	$ -	$ 96,060
-	-	-	-	-	-	6,143
-	-	-	-	-	-	181,829
						48,789
-	-	-	-	-	-	878,941
-	-	-	-	-	-	1,211,762
-	-	-	-	-	100,000	100,000
-	-	-	-	-	-	15,532
-	-	-	-	-	-	738,660
-	-	-	-	-	-	200,962
71,864	851,285	51,080	2,768,202	54,472	-	5,475,316
-	-	-	-	-	1,736,720	1,736,720
-	-	-	-	-	-	515,277
-	-	-	-	-	-	(613,279)
71,864	851,285	51,080	2,768,202	54,472	1,836,720	8,169,188
$ 71,864	$ 851,285	$ 51,080	$ 2,768,202	$ 54,472	$ 1,836,720	$ 9,380,950

CITY OF SHERMAN, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS

YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue			
	Hotel - Motel	Community Development	PRIDE Program	Drug Enforcement Program
REVENUES				
General property taxes	$ -	$ -	$ -	$ -
Nonproperty taxes	741,608	-	-	-
Property assessment	-	-	-	-
Intergovernmental	-	405,344	7,500	-
Charges for services	31,380	-	-	-
Fines and forfeitures	-	-	-	23,783
Investment income (loss)	1,062	-	2,953	7,476
Donations	-	-	60,367	-
Perpetual care contracts	-	-	-	-
Miscellaneous	53,961	-	-	-
Total revenues	828,011	405,344	70,820	31,259
EXPENDITURES				
Current:				
Public safety	-	-	22,514	24,098
Community services	1,078,431	-	28,724	-
Community development	-	405,344	-	-
Capital outlay	-	-	-	180,000
Total expenditures	1,078,431	405,344	51,238	204,098
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(250,420)	-	19,582	(172,839)
OTHER FINANCING SOURCES (USES)				
Transfers in	200,000	-	-	-
Transfers out	(109,000)	-	-	-
Total other financing sources (uses)	91,000	-	-	-
NET CHANGE IN FUND BALANCES	(159,420)	-	19,582	(172,839)
FUND BALANCES, BEGINNING	131,199	-	25,475	263,015
FUND BALANCES, ENDING	$ (28,221)	$ -	$ 45,057	$ 90,176

Special Revenue					Capital Projects	
Municipal Airport	Bel Air Public Improvement District	Emergency 9-1-1	Court Security and Technology	Stormwater Fund	Street Revolving	TIF #2 Construction
$ -	$ -	$ -	$ -	$ -	$ -	$ 286,493
-	-	-	-	-	-	-
-	229,094	-	-	-	-	-
58,388	-	219,645	-	-	-	-
554,669	-	299,587	-	445,641	-	-
-	-	-	52,750	-	-	-
7,994	1,468	24,853	7,268	3,987	41,977	41,223
-	-	-	-	-	-	-
-	-	-	-	-	-	-
310	-	-	-	-	-	-
621,361	230,562	544,085	60,018	449,628	41,977	327,716
-	-	253,504	2,187	-	-	-
470,631	-	-	-	139,167	-	-
-	-	-	-	-	-	169,975
62,380	19,407	336,158	-	416,538	-	124,021
533,011	19,407	589,662	2,187	555,705	-	293,996
88,350	211,155	(45,577)	57,831	(106,077)	41,977	33,720
-	-	-	-	-	-	-
-	-	-	-	(274,000)	-	(200,000)
-	-	-	-	(274,000)	-	(200,000)
88,350	211,155	(45,577)	57,831	(380,077)	41,977	(166,280)
104,751	-	521,640	92,926	149,168	473,300	640,372
$ 193,101	$ 211,155	$ 476,063	$ 150,757	$ (230,909)	$ 515,277	$ 474,092

CITY OF SHERMAN, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS

YEAR ENDED SEPTEMBER 30, 2023

	Capital Projects			
	TIF #3 Construction	TIRZ #5 Construction	TIRZ #6 Construction	TIRZ #7 Construction
REVENUES				
General property taxes	$ 237,502	$ 80,321	$ 29,408	$ 45,640
Nonproperty taxes	-	-	-	-
Property assessment	-	-	-	-
Intergovernmental	-	76,789	28,115	43,633
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income (loss)	6,727	2,455	39,020	1,505
Donations	-	-	-	-
Perpetual care contracts	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	244,229	159,565	96,543	90,778
EXPENDITURES				
Current:				
Public safety	-	-	-	-
Community services	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	-	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	244,229	159,565	96,543	90,778
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	(289,200)	(225,400)	(177,400)
Total other financing sources (uses)	-	(289,200)	(225,400)	(177,400)
NET CHANGE IN FUND BALANCES	244,229	(129,635)	(128,857)	(86,622)
FUND BALANCES, BEGINNING	5,999	62,236	871,795	(200,128)
FUND BALANCES, ENDING	$ 250,228	$ (67,399)	$ 742,938	$ (286,750)

Capital Projects					Permanent	
Roadway Impact Fee Zone #1	Roadway Impact Fee Zone #2	Roadway Impact Fee Zone #3	Roadway Impact Fee Zone #4	Regional Detention	Perpetual Care Cemetery and Mausoleum	Total Nonmajor Governmental Funds
$ -	$ -	$ -	$ -	$ -	$ -	$ 679,364
-	-	-	-	-	-	741,608
-	-	-	-	-	-	229,094
-	-	-	-	-	-	839,414
65,661	753,891	24,021	645,878	-	-	2,820,728
-	-	-	-	-	-	76,533
477	6,651	543	15,784	8,404	133,937	355,764
-	-	-	-	-	-	60,367
-	-	-	-	-	10,300	10,300
-	-	-	-	-	-	54,271
66,138	760,542	24,564	661,662	8,404	144,237	5,867,443
-	-	-	-	-	-	302,303
-	-	-	-	-	-	1,716,953
-	-	-	-	-	-	575,319
-	-	-	-	-	-	1,138,504
-	-	-	-	-	-	3,733,079
66,138	760,542	24,564	661,662	8,404	144,237	2,134,364
-	-	-	-	-	-	200,000
-	-	-	-	(223,720)	-	(1,498,720)
-	-	-	-	(223,720)	-	(1,298,720)
66,138	760,542	24,564	661,662	(215,316)	144,237	835,644
5,726	90,743	26,516	2,106,540	269,788	1,692,483	7,333,544
$ 71,864	$ 851,285	$ 51,080	$ 2,768,202	$ 54,472	$ 1,836,720	$ 8,169,188

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
(NON-GAAP BUDGETARY BASIS)
GENERAL IMPROVEMENT FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Investment income	$ 50,000	$ 50,000	$ 715,785
Intergovernmental	-	-	-
Miscellaneous	-	-	-
Total revenues	50,000	50,000	715,785
EXPENDITURES			
Current:			
Streets	56,109	56,109	56,109
Capital outlay:			
Infrastructure and facility improvements	53,940,489	57,961,753	12,850,496
Debt service:			
Debt issuance costs	-	-	283,799
Total expenditures	53,996,598	58,017,862	13,190,404
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(53,946,598)	(57,967,862)	(12,474,619)
OTHER FINANCING SOURCES (USES)			
Issuance of bonds	39,045,000	39,045,000	73,640,000
Issuance of tax notes	-	-	47,250
Premium on debt issuance	-	-	4,393,799
Transfers in	375,000	375,000	598,720
Transfers out	(224,914)	(224,914)	(224,914)
Total other financing sources (uses)	39,195,086	39,195,086	78,454,855
NET CHANGE IN FUND BALANCE	(14,751,512)	(18,772,776)	65,980,236
FUND BALANCE, BEGINNING	19,912,669	19,912,669	19,912,669
FUND BALANCE, ENDING	$ 5,161,157	$ 1,139,893	$ 85,892,905

Adjustments Budget Basis	Actual Budget Basis	Final Budget Variance
$ (221,331)	$ 494,454	$ 444,454
-	-	-
-	-	-
(221,331)	494,454	444,454
-	56,109	-
-	12,850,496	45,111,257
	-	
-	283,799	(283,799)
-	13,190,404	44,827,458
(221,331)	(12,695,950)	45,271,912
-	73,640,000	34,595,000
-	47,250	47,250
-	4,393,799	4,393,799
-	598,720	223,720
-	(224,914)	-
-	78,454,855	39,259,769
(221,331)	65,758,905	84,531,681
-	19,912,669	-
$ (221,331)	$ 85,671,574	$ 84,531,681

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
DEBT SERVICE FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
General property taxes	$ 7,308,987	$ 7,308,987	$ 7,324,803
Investment income	1,200	1,200	65,260
Miscellaneous	-	-	5,530
Total revenues	7,310,187	7,310,187	7,395,593
EXPENDITURES			
Debt service:			
Principal	4,667,662	4,667,662	4,061,659
Interest	3,701,050	3,701,050	3,146,879
Agent fees	7,200	7,200	6,200
Total expenditures	8,375,912	8,375,912	7,214,738
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,065,725)	(1,065,725)	180,855
OTHER FINANCING SOURCES (USES)			
Transfers in	1,074,000	1,074,000	846,272
Total other financing sources (uses)	1,074,000	1,074,000	846,272
NET CHANGE IN FUND BALANCE	8,275	8,275	1,027,127
FUND BALANCE, BEGINNING	450,679	450,679	450,679
FUND BALANCE, ENDING	$ 458,954	$ 458,954	$ 1,477,806

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 7,324,803	$ 15,816
-	65,260	64,060
-	5,530	5,530
-	7,395,593	85,406
-	4,061,659	606,003
-	3,146,879	554,171
-	6,200	1,000
-	7,214,738	1,161,174
-	180,855	1,246,580
-	846,272	(227,728)
-	846,272	(227,728)
-	1,027,127	1,018,852
-	450,679	-
$ -	$ 1,477,806	$ 1,018,852

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
HOTEL - MOTEL FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Nonproperty taxes	$ 733,000	$ 733,000	$ 741,608
Charges for services	24,000	24,000	31,380
Investment income	-	-	1,062
Miscellaneous	70,000	70,000	53,961
Total revenues	827,000	827,000	828,011
EXPENDITURES			
Current:			
Community services			
Tourism	722,430	983,430	1,033,023
Auditorium	19,890	19,890	10,255
Ballroom	45,500	45,500	35,153
Total expenditures	787,820	1,048,820	1,078,431
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	39,180	(221,820)	(250,420)
OTHER FINANCING SOURCES (USES)			
Transfers in	-	200,000	200,000
Transfers out	(109,000)	(109,000)	(109,000)
Total other financing sources (uses)	(109,000)	91,000	91,000
NET CHANGE IN FUND BALANCE	(69,820)	(130,820)	(159,420)
FUND BALANCE, BEGINNING	131,199	131,199	131,199
FUND BALANCE, ENDING	$ 61,379	$ 379	$ (28,221)

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 741,608	$ 8,608
-	31,380	7,380
-	1,062	1,062
-	53,961	(16,039)
-	828,011	1,011
-	1,033,023	(49,593)
-	10,255	9,635
-	35,153	10,347
-	1,078,431	(29,611)
-	(250,420)	(28,600)
-	200,000	-
-	(109,000)	-
-	91,000	-
-	(159,420)	(28,600)
-	131,199	-
$ -	$ (28,221)	$ (28,600)

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
PRIDE PROGRAM

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Investment income	$ 100	$ 100	$ 2,953
Intergovernmental	-	-	7,500
Donations	44,000	44,000	60,367
Total revenues	44,100	44,100	70,820
EXPENDITURES			
Current:			
Public safety			
Drug enforcement	23,000	23,000	22,514
Community services			
Park maintenance	20,000	20,000	414
Library materials	15,000	28,500	28,310
Total expenditures	58,000	71,500	51,238
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(13,900)	(27,400)	19,582
FUND BALANCE, BEGINNING	25,475	25,475	25,475
FUND BALANCE, ENDING	$ 11,575	$ (1,925)	$ 45,057

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 2,953	$ 2,853
-	7,500	7,500
-	60,367	16,367
-	70,820	26,720
-	22,514	486
-	414	19,586
-	28,310	190
-	51,238	20,262
-	19,582	46,982
-	25,475	-
$ -	$ 45,057	$ 46,982

CITY OF SHERMAN, TEXAS

SCHEUDLE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
COMMUNITY DEVELOPMENT FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Intergovernmental	$ 405,344	$ 405,344	$ 405,344
Total revenues	405,344	405,344	405,344
EXPENDITURES			
Current:			
Community development			
Administration	22,271	22,271	22,271
Demolition and clearing	108,973	108,973	108,973
Public service	274,100	274,100	274,100
Total expenditures	405,344	405,344	405,344
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, BEGINNING	-	-	-
FUND BALANCE, ENDING	$ -	$ -	$ -

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 405,344	$ -
-	405,344	-
-	22,271	-
	108,973	-
-	274,100	-
-	405,344	-
-	-	-
-	-	-
$ -	$ -	$ -

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
DRUG ENFORCEMENT FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Fines and forfeitures	$ 100,000	$ 100,000	$ 23,783
Investment income	400	400	7,476
Total revenues	100,400	100,400	31,259
EXPENDITURES			
Current:			
Public safety			
Drug enforcement	112,700	112,700	24,098
Capital outlay	-	180,000	180,000
Total expenditures	112,700	292,700	204,098
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(12,300)	(192,300)	(172,839)
FUND BALANCE, BEGINNING	263,015	263,015	263,015
FUND BALANCE, ENDING	$ 250,715	$ 70,715	$ 90,176

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 23,783	$ (76,217)
-	7,476	7,076
-	31,259	(69,141)
-	24,098	88,602
-	180,000	-
-	204,098	88,602
-	(172,839)	19,461
-	263,015	-
$ -	$ 90,176	$ 19,461

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
BEL AIR PUBLIC IMPROVEMENT DISTRICT

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Property assessment	$ -	$ 200,000	$ 229,094
Investment income	-	-	1,468
Total revenues	-	200,000	230,562
EXPENDITURES			
Current:			
Capital Outlay	-	12,000	19,407
Total expenditures	-	12,000	19,407
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	188,000	211,155
NET CHANGE IN FUND BALANCE	-	188,000	211,155
FUND BALANCE, BEGINNING	-	-	-
FUND BALANCE, ENDING	$ -	$ 188,000	$ 211,155

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 229,094	$ 29,094
-	1,468	1,468
-	230,562	30,562
-	19,407	(7,407)
-	19,407	(7,407)
-	211,155	23,155
-	211,155	23,155
-	-	-
$ -	$ 211,155	$ 23,155

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
MUNICIPAL AIRPORT FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Intergovernmental	$ 50,000	$ 50,000	$ 58,388
Investment income	250	250	7,994
Airport rentals	109,000	109,000	96,865
Fuel sales	450,000	450,000	457,804
Miscellaneous	-	-	310
Total revenues	609,250	609,250	621,361
EXPENDITURES			
Current:			
Community services			
Airport operation	502,840	502,840	470,631
Capital outlay	100,000	100,000	62,380
Total expenditures	602,840	602,840	533,011
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	6,410	6,410	88,350
FUND BALANCE, BEGINNING	104,751	104,751	104,751
FUND BALANCE, ENDING	$ 111,161	$ 111,161	$ 193,101

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 58,388	$ 8,388
-	7,994	7,744
-	96,865	(12,135)
-	457,804	7,804
-	310	310
-	621,361	12,111
-	470,631	32,209
-	62,380	37,620
-	533,011	69,829
-	88,350	81,940
-	104,751	-
$ -	$ 193,101	$ 81,940

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
EMERGENCY 9-1-1 FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Charges for services	$ 300,000	$ 300,000	$ 299,587
Investment income	1,000	1,000	24,853
Intergovernmetnal	-	-	219,645
Total revenues	301,000	301,000	544,085
EXPENDITURES			
Current:			
Public safety			
Emergency 9-1-1 services	288,983	289,054	253,504
Capital outlay	-	463,175	336,158
Total expenditures	288,983	752,229	589,662
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	12,017	(451,229)	(45,577)
FUND BALANCE, BEGINNING	521,640	521,640	521,640
FUND BALANCE, ENDING	$ 533,657	$ 70,411	$ 476,063

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 299,587	$ (413)
-	24,853	23,853
-	219,645	219,645
-	324,440	23,440
-	253,504	35,550
-	336,158	127,017
-	589,662	162,567
-	(265,222)	186,007
-	521,640	-
$ -	$ 256,418	$ 186,007

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
COURT SECURITY AND TECHNOLOGY FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Fines and forfeitures	$ 30,250	$ 30,250	$ 52,750
Investment income	100	100	7,268
Total revenues	30,350	30,350	60,018
EXPENDITURES			
Current:			
Public safety			
Security	372	372	-
Technology	8,700	10,024	2,187
Total expenditures	9,072	10,396	2,187
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	21,278	19,954	57,831
FUND BALANCE, BEGINNING	92,926	92,926	92,926
FUND BALANCE, ENDING	$ 114,204	$ 112,880	$ 150,757

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 52,750	$ 22,500
-	7,268	7,168
-	60,018	29,668
-	-	372
-	2,187	7,837
-	2,187	8,209
-	57,831	37,877
-	92,926	-
$ -	$ 150,757	$ 37,877

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
STORMWATER FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Charges for services	$ 457,000	$ 457,000	$ 445,641
Investment income	1,000	1,000	3,987
Total revenues	458,000	458,000	449,628
EXPENDITURES			
Current:			
Community services	203,779	203,779	139,167
Capital outlay	-	422,000	416,538
Total expenditures	203,779	625,779	555,705
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	254,221	(167,779)	(106,077)
OTHER FINANCING SOURCES (USES)			
Transfers out	(273,000)	(274,000)	(274,000)
Total other financing sources (uses)	(273,000)	(274,000)	(274,000)
NET CHANGE IN FUND BALANCE	(18,779)	(441,779)	(380,077)
FUND BALANCE, BEGINNING	149,168	149,168	149,168
FUND BALANCE, ENDING	$ 130,389	$ (292,611)	$ (230,909)

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 445,641	$ (11,359)
-	3,987	2,987
-	449,628	(8,372)
-	139,167	64,612
-	416,538	5,462
-	555,705	70,074
-	(106,077)	61,702
-	(274,000)	-
-	(274,000)	-
-	(380,077)	61,702
-	149,168	-
$ -	$ (230,909)	$ 61,702

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
STREET REVOLVING FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Charges for services	$ -	$ -	$ -
Investment income	2,000	2,000	41,977
Total revenues	2,000	2,000	41,977
EXPENDITURES			
Streets	100,000	100,000	-
Total expenditures	100,000	100,000	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(98,000)	(98,000)	41,977
FUND BALANCE, BEGINNING	473,300	473,300	473,300
FUND BALANCE, ENDING	$ 375,300	$ 375,300	$ 515,277

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ -	$ -
-	41,977	39,977
-	41,977	39,977
-	-	100,000
-	-	100,000
-	41,977	139,977
-	473,300	-
$ -	$ 515,277	$ 139,977

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
TIF #2 CONSTRUCTION FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Property taxes	$ 273,488	$ 273,488	$ 286,493
Investment income	1,500	1,500	41,223
Total revenues	274,988	274,988	327,716
EXPENDITURES			
Current:			
Community development	-	-	169,975
Capital outlay	600,000	736,410	124,021
Total expenditures	600,000	736,410	293,996
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(325,012)	(461,422)	33,720
OTHER FINANCING SOURCES (USES)			
Transfers out	(200,000)	(200,000)	(200,000)
	(200,000)	(200,000)	(200,000)
NET CHANGE IN FUND BALANCE	(525,012)	(661,422)	(166,280)
FUND BALANCE, BEGINNING	640,372	640,372	640,372
FUND BALANCE, ENDING	$ 115,360	$ (21,050)	$ 474,092

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 286,493	$ 13,005
-	41,223	39,723
-	327,716	52,728
-	169,975	(169,975)
-	124,021	612,389
-	293,996	442,414
-	33,720	495,142
-	(200,000)	-
-	(200,000)	-
-	(166,280)	495,142
-	640,372	-
$ -	$ 474,092	$ 495,142

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
TIF #3 CONSTRUCTION FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Property taxes	$ 226,721	$ 226,721	$ 237,502
Investment income	50	50	6,727
Total revenues	226,771	226,771	244,229
EXPENDITURES			
Capital outlay	185,000	185,000	-
Total expenditures	185,000	185,000	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	41,771	41,771	244,229
FUND BALANCE, BEGINNING	5,999	5,999	5,999
FUND BALANCE, ENDING	$ 47,770	$ 47,770	$ 250,228

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 237,502	$ 10,781
-	6,727	6,677
-	244,229	17,458
-	-	185,000
-	-	185,000
-	244,229	202,458
-	5,999	-
$ -	$ 250,228	$ 202,458

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
TIRZ #5 CONSTRUCTION FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Property taxes	$ 76,460	$ 76,460	$ 80,321
Intergovernmental	90,138	90,138	76,789
Investment income	2,000	2,000	2,455
Total revenues	168,598	168,598	159,565
EXPENDITURES	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	168,598	168,598	159,565
OTHER FINANCING SOURCES (USES)			
Transfers out	(289,200)	(289,200)	(289,200)
Total other financing sources (uses)	(289,200)	(289,200)	(289,200)
NET CHANGE IN FUND BALANCE	(120,602)	(120,602)	(129,635)
FUND BALANCE, BEGINNING	62,236	62,236	62,236
FUND BALANCE, ENDING	$ (58,366)	$ (58,366)	$ (67,399)

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 80,321	$ 3,861
-	76,789	(13,349)
-	2,455	455
-	159,565	(9,033)
-	-	-
-	159,565	(9,033)
-	(289,200)	-
-	(289,200)	-
-	(129,635)	(9,033)
-	62,236	-
$ -	$ (67,399)	$ (9,033)

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
TIRZ #6 CONSTRUCTION FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Property taxes	$ 27,995	$ 27,995	$ 29,408
Intergovernmental	27,943	27,943	28,115
Investment income	4,000	4,000	39,020
Total revenues	59,938	59,938	96,543
EXPENDITURES			
Capital outlay	700,000	700,000	-
Total expenditures	700,000	700,000	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(640,062)	(640,062)	96,543
OTHER FINANCING SOURCES (USES)			
Transfers out	(225,400)	(225,400)	(225,400)
Total other financing sources (uses)	(225,400)	(225,400)	(225,400)
NET CHANGE IN FUND BALANCE	(865,462)	(865,462)	(128,857)
FUND BALANCE, BEGINNING	871,795	871,795	871,795
FUND BALANCE, ENDING	$ 6,333	$ 6,333	$ 742,938

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 29,408	$ 1,413
-	28,115	172
-	39,020	35,020
-	96,543	36,605
-	-	700,000
-	-	700,000
-	96,543	736,605
-	(225,400)	-
-	(225,400)	-
-	(128,857)	736,605
-	871,795	-
$ -	$ 742,938	$ 736,605

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
TIRZ #7 CONSTRUCTION FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Property taxes	$ 45,625	$ 45,625	$ 45,640
Intergovernmental	42,716	42,716	43,633
Investment income	100	100	1,505
Total revenues	88,441	88,441	90,778
EXPENDITURES	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	88,441	88,441	90,778
OTHER FINANCING SOURCES (USES)			
Transfers out	(177,400)	(177,400)	(177,400)
Total other financing sources (uses)	(177,400)	(177,400)	(177,400)
NET CHANGE IN FUND BALANCE	(88,959)	(88,959)	(86,622)
FUND BALANCE, BEGINNING	(200,128)	(200,128)	(200,128)
FUND BALANCE, ENDING	$ (289,087)	$ (289,087)	$ (286,750)

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 45,640	$ 15
-	43,633	917
-	1,505	1,405
-	90,778	2,337
-	-	-
-	90,778	2,337
-	(177,400)	-
-	(177,400)	-
-	(86,622)	2,337
-	(200,128)	-
$ -	$ (286,750)	$ 2,337

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
ROADWAY IMPACT FEE #1 FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Charges for services	$ 10,000	$ 10,000	$ 65,661
Investment income	-	-	477
Total revenues	10,000	10,000	66,138
EXPENDITURES	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	10,000	10,000	66,138
FUND BALANCE, BEGINNING	5,726	5,726	5,726
FUND BALANCE, ENDING	$ 15,726	$ 15,726	$ 71,864

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 65,661	$ 55,661
-	477	477
-	66,138	56,138
-	-	-
-	66,138	56,138
-	5,726	-
$ -	$ 71,864	$ 56,138

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
ROADWAY IMPACT FEE #2 FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Charges for services	$ 200,000	$ 200,000	$ 753,891
Investment income	-	-	6,651
Total revenues	200,000	200,000	760,542
EXPENDITURES	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	200,000	200,000	760,542
FUND BALANCE, BEGINNING	90,743	90,743	90,743
FUND BALANCE, ENDING	$ 290,743	$ 290,743	$ 851,285

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 753,891	$ 553,891
-	6,651	6,651
-	760,542	560,542
-	-	-
-	760,542	560,542
-	90,743	-
$ -	$ 851,285	$ 560,542

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
ROADWAY IMPACT FEE #3 FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Charges for services	$ 100,000	$ 100,000	$ 24,021
Investment income	-	-	543
Total revenues	100,000	100,000	24,564
EXPENDITURES	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	100,000	100,000	24,564
FUND BALANCE, BEGINNING	26,516	26,516	26,516
FUND BALANCE, ENDING	$ 126,516	$ 126,516	$ 51,080

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 24,021	$ (75,979)
-	543	543
-	24,564	(75,436)
-	-	-
-	24,564	(75,436)
-	26,516	-
$ -	$ 51,080	$ (75,436)

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
ROADWAY IMPACT FEE #4 FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Charges for services	$ 60,000	$ 60,000	$ 645,878
Investment income	-	-	15,784
Total revenues	60,000	60,000	661,662
EXPENDITURES	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	60,000	60,000	661,662
OTHER FINANCING SOURCES (USES)			
Transfers out	-	-	-
Total other financing sources (uses)	-	-	-
NET CHANGE IN FUND BALANCE	60,000	60,000	661,662
FUND BALANCE, BEGINNING	2,106,540	2,106,540	2,106,540
FUND BALANCE, ENDING	$ 2,166,540	$ 2,166,540	$ 2,768,202

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 645,878	$ 585,878
61,182	76,966	76,966
61,182	722,844	662,844
-	-	-
61,182	722,844	662,844
-	-	-
-	-	-
	722,844	662,844
-	2,106,540	-
$ 61,182	$ 2,829,384	$ 662,844

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
REGIONAL DETENTION FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Charges for services	$ 20,000	$ 20,000	$ -
Investment income	1,200	1,200	8,404
Total revenues	21,200	21,200	8,404
EXPENDITURES			
Capital outlay	200,000	200,000	-
Total expenditures	200,000	200,000	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(178,800)	(178,800)	8,404
OTHER FINANCING SOURCES (USES)			
Transfers out	-	-	(223,720)
Total other financing sources (uses)	-	-	(223,720)
NET CHANGE IN FUND BALANCE	(178,800)	(178,800)	(215,316)
FUND BALANCE, BEGINNING	269,788	269,788	269,788
FUND BALANCE, ENDING	$ 90,988	$ 90,988	$ 54,472

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ -	$ (20,000)
-	8,404	7,204
-	8,404	(12,796)
-	-	200,000
-	-	200,000
-	8,404	187,204
-	(223,720)	(223,720)
-	(223,720)	(223,720)
-	(215,316)	(36,516)
-	269,788	-
$ -	$ 54,472	$ (36,516)

CITY OF SHERMAN, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
PERPETUAL CARE CEMETERY AND MAUSOLEUM FUND

YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual GAAP Basis
	Original	Final	
REVENUES			
Investment income (loss)	$ 10	$ 10	$ 133,937
Perpetual care contracts	15,000	15,000	10,300
Total revenues	15,010	15,010	144,237
EXPENDITURES	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	15,010	15,010	144,237
FUND BALANCE, BEGINNING	1,692,483	1,692,483	1,692,483
FUND BALANCE, ENDING	$ 1,707,493	$ 1,707,493	$ 1,836,720

Adjustment Budget Basis	Actual Budget Basis	Final Budget Variance
$ -	$ 133,937	$ 133,927
-	10,300	(4,700)
-	144,237	129,227
-	-	-
-	144,237	129,227
-	1,692,483	-
$ -	$ 1,836,720	$ 129,227

CITY OF SHERMAN, TEXAS

COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS

SEPTEMBER 30, 2023

	Equipment Services	Information Technology	Insurance	Fleet Replacement	Total Governmental
ASSETS					
Current:					
Cash	$ 100	$ 224,004	$ 862,358	$ 905,355	$ 1,991,817
Pooled and temporary investments	-	1,208	975,214	-	976,422
Receivables (net of allowances for uncollectibles):					
Accounts	-	(2,400)	10,390	-	7,990
Inventories	242,354	-	-	-	242,354
Prepaid items	-	13	-	-	13
Due from other funds	-	-	-	2,177,048	2,177,048
Total current assets	242,454	222,825	1,847,962	3,082,403	5,395,644
Capital assets:					
Land	55,250	-	-	-	55,250
Buildings	171,916	29,485	-	-	201,401
Improvements other than buildings	21,903	61,046	-	-	82,949
Machinery and equipment	727,536	962,667	-	30,121,153	31,811,356
Other capital assets	-	428,791	-	-	428,791
Total capital assets	976,605	1,481,989	-	30,121,153	32,579,747
Accumulated depreciation	(632,592)	(1,029,020)	-	(17,235,565)	(18,897,177)
Capital assets, net	344,013	452,969	-	12,885,588	13,682,570
Total assets	586,467	675,794	1,847,962	15,967,991	19,078,214
DEFERRED OUTFLOWS OF RESOURCES					
Pension plan - TMRS	371,307	298,660	-	-	669,967
OPEB - retiree health plan	19,431	15,629	-	-	35,060
OPEB - supplemental death benefit	7,540	6,065	-	-	13,605
Total deferred outflows of resources	398,278	320,354	-	-	718,632
LIABILITIES					
Current liabilities:					
Accounts payable	164,340	109,300	3,390	95,996	373,026
Accrued wages	20,449	10,203	-	-	30,652
Claims payable	-	-	473,126	-	473,126
Unearned revenue	-	-	6,723	-	6,723
Current portion of long-term liabilities:					
Notes payable	-	-	-	728,493	728,493
Accrued compensated absences	50,546	55,942	-	-	106,488
Tax notes	-		-	1,197,252	1,197,252
Due to other funds	133,417	-	-	-	133,417
Long-term liabilities (net of current portion):					
Notes payable	-	-	-	530,890	530,890
Tax notes	-	-	-	3,938,507	3,938,507
Subscription liability	-	117,758	-	-	117,758
Net pension liability	628,906	505,859	-	-	1,134,765
Total OPEB liability - retiree health plan	133,532	107,406	-	-	240,938
Total OPEB liability - supplemental death benefit	32,703	26,305	-	-	59,008
Total liabilities	1,163,893	932,773	483,239	6,491,138	9,071,043
DEFERRED INFLOWS OF RESOURCES					
Pension plan - TMRS	12,433	10,001	-	-	22,434
OPEB - retiree health plan	59,497	47,856	-	-	107,353
OPEB - supplemental death benefits	17,238	13,865	-	-	31,103
Total deferred inflows of resources	89,168	71,722	-	-	160,890
NET POSITION					
Net investment in capital assets	344,013	452,969	-	8,664,849	9,461,831
Unrestricted	(612,329)	(461,316)	1,364,723	812,004	1,103,082
Total net position	$ (268,316)	$ (8,347)	$ 1,364,723	$ 9,476,853	$ 10,564,913

CITY OF SHERMAN, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS

YEAR ENDED SEPTEMBER 30, 2023

	Equipment Services	Information Technology	Insurance	Fleet Replacement	Total Governmental
OPERATING REVENUES					
Charges for services	$ 4,874,617	$ 1,626,735	$ 6,393,443	$ 2,393,380	$15,288,175
Property taxes	-	-	-	1,292,000	1,292,000
Miscellaneous revenue	19,751	4,604	7,188	36,588	68,131
Total operating revenues	4,894,368	1,631,339	6,400,631	3,721,968	16,648,306
OPERATING EXPENSES					
Personnel services	1,152,917	932,552	-	-	2,085,469
Contractual services	419,412	197,947	5,924,857	58,526	6,600,742
Supplies	1,264,774	68,980	-	-	1,333,754
Maintenance and repair	2,034,136	150,570	-	-	2,184,706
Vehicle usage	75,000	-	-	-	75,000
Depreciation and amortization	46,448	192,030	-	2,454,406	2,692,884
Total operating expenses	4,992,687	1,542,079	5,924,857	2,512,932	14,972,555
OPERATING INCOME (LOSS)	(98,319)	89,260	475,774	1,209,036	1,675,751
NONOPERATING REVENUES (EXPENSES)					
Gain (loss) on sale of assets	-	-	-	(56,078)	(56,078)
Investment income	-	2,092	84,995	163,514	250,601
Interest expense	-	(448)	-	(187,343)	(187,791)
Total nonoperating revenues (expenses)	-	1,644	84,995	(79,907)	6,732
INCOME BEFORE CONTRIBUTIONS AND TRANSFERS	(98,319)	90,904	560,769	1,129,129	1,682,483
CONTRIBUTIONS AND TRANSFERS					
Transfers in	-	-	300,000	-	300,000
Transfers out	(7,000)	(7,000)	-	-	(14,000)
Total contributions and transfers	(7,000)	(7,000)	300,000	-	286,000
CHANGE IN NET POSITION	(105,319)	83,904	860,769	1,129,129	1,968,483
NET POSITION, BEGINNING	(162,997)	(92,251)	503,954	8,347,724	8,596,430
NET POSITION, ENDING	$ (268,316)	$ (8,347)	$ 1,364,723	$ 9,476,853	$10,564,913

CITY OF SHERMAN, TEXAS

COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS

YEAR ENDED SEPTEMBER 30, 2023

	Equipment Services	Information Technology	Insurance	Fleet Replacement	Total Governmental
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash received from interfund services	$ 4,894,368	$ 1,631,339	$ 6,644,264	$ 3,721,968	$ 16,891,939
Cash paid for supplies and materials	(3,769,047)	(352,538)	-	(25,973)	(4,147,558)
Cash paid for premiums, claims and administrative costs	-	-	(5,971,390)	-	(5,971,390)
Cash paid for personnel services	(1,137,838)	(918,517)	-	-	(2,056,355)
Net cash provided (used) by operating activities	(12,517)	360,284	672,874	3,695,995	4,716,636
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Cash paid to other funds	(7,000)	(7,000)	-	(2,177,048)	(2,191,048)
Cash received from other funds	30,118	-	300,000	-	330,118
Net cash provided (used) by noncapital financing activities	23,118	(7,000)	300,000	(2,177,048)	(1,860,930)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition of capital assets	(10,501)	(410,768)	-	(4,076,270)	(4,497,539)
Proceeds from sale of capital assets	-	-	-	304,033	304,033
Proceeds from issuance of long-term debt	-	-	-	3,258,027	3,258,027
Principal retirement of long-term debt	-	117,758	-	(1,798,317)	(1,680,559)
Interest paid on long-term debt	-	(448)	-	(261,500)	(261,948)
Net cash provided (used) by capital and related financing activities	(10,501)	(293,458)	-	(2,574,027)	(2,877,986)
CASH FLOWS FROM INVESTING ACTIVITIES					
Investment income received	-	2,092	84,995	163,514	250,601
Purchase of investments	-	(61)	(375,214)	-	(375,275)
Net cash provided (used) by investing activities	-	2,031	(290,219)	163,514	(124,674)
NET INCREASE (DECREASE) IN CASH	100	61,857	682,655	(891,566)	(146,954)
CASH, BEGINNING	-	162,147	179,703	1,796,921	2,138,771
CASH, ENDING	$ 100	$ 224,004	$ 862,358	$ 905,355	$ 1,991,817

CITY OF SHERMAN, TEXAS

COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS

YEAR ENDED SEPTEMBER 30, 2023

	Equipment Services	Information Technology	Insurance	Fleet Replacement	Total Governmental
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES					
Operating income (loss)	$ (98,319)	$ 89,260	$ 475,774	$ 1,209,036	$ 1,675,751
Adjustments to reconcile operating income to net cash provided (used) by operating activities:					
Depreciation	46,448	192,030	-	2,454,406	2,692,884
(Increase) decrease in:					
Accounts receivable (net)	-	4,800	245,127	-	249,927
Inventories	(21,268)	-	-	-	(21,268)
Prepaid items	-	2,308	-	-	2,308
Deferred outflows of resources	(252,742)	(206,091)	-	-	(458,833)
Increase (decrease) in :					
Accounts payable	45,543	57,851	3,390	32,553	139,337
Accrued wages payable	926	(572)	-	-	354
Unearned revenue	-	-	(1,494)	-	(1,494)
Estimated liability for claims	-	-	(49,923)	-	(49,923)
Accrued compensated absences	5,826	(1,273)	-	-	4,553
Net pension liability	535,720	432,696	-	-	968,416
Net OPEB obligation	(56,864)	(41,449)	-	-	(98,313)
Deferred inflows of resources	(217,787)	(169,276)	-	-	(387,063)
Total adjustments	85,802	271,024	197,100	2,486,959	3,040,885
Net cash provided (used) by operating activities	$ (12,517)	$ 360,284	$ 672,874	$ 3,695,995	$ 4,716,636

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STATISTICAL SECTION

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STATISTICAL SECTION

This part of the City of Sherman's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents **Page**

Financial Trends 137

These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.

Revenue Capacity 147

These schedules contain information to help the reader assess the government's most significant local revenue source, the property taxes.

Debt Capacity 158

These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information 163

These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.

Operating Information 165

These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.

CITY OF SHERMAN, TEXAS

NET POSITION BY COMPONENT
(Accrual Basis of Accounting)
(amounts expressed in thousands)

	Fiscal Year			
	2014	2015	2016	2017
Governmental activities:				
Net investment in capital assets	$ 43,828	$ 42,771	$ 42,119	$ 42,277
Restricted	3,409	3,366	2,676	2,703
Unrestricted	8,763	4,513	646	(3,683)
Total governmental activities net position	$ 56,000	$ 50,650	$ 45,441	$ 41,297
Business-type activities:				
Net investment in capital assets	$ 31,588	$ 30,296	$ 29,071	$ 28,114
Restricted	-	-	-	-
Unrestricted	8,750	7,052	6,257	4,959
Total business-type activities net position	$ 40,338	$ 37,348	$ 35,328	$ 33,073
Primary government:				
Net investment in capital assets	$ 75,416	$ 73,067	$ 71,190	$ 70,391
Restricted	3,409	3,366	2,676	2,703
Unrestricted	17,513	11,565	6,903	1,276
Total primary government net position	$ 96,338	$ 87,998	$ 80,769	$ 74,370

Fiscal Year					
2018	2019	2020	2021	2022	2023
$ 35,591	$ 26,556	$ 23,785	$ 20,738	$ 22,359	$ 25,942
7,914	6,008	6,942	6,525	2,886	3,925
(8,443)	(12,343)	(12,280)	(5,397)	5,727	12,066
$ 35,062	$ 20,221	$ 18,447	$ 21,866	$ 30,972	$ 41,933
$ 27,192	$ 25,987	$ 26,167	$ 24,504	$ 28,113	$ 31,909
-	-	-	-	-	1,060
3,175	1,890	1,270	1,375	6,264	8,465
$ 30,367	$ 27,877	$ 27,437	$ 25,879	$ 34,377	$ 41,434
$ 62,783	$ 52,543	$ 49,952	$ 45,242	$ 50,472	$ 57,851
7,914	6,008	6,942	6,525	2,886	4,985
(5,268)	(10,453)	(11,010)	(4,022)	11,991	20,531
$ 65,429	$ 48,098	$ 45,884	$ 47,745	$ 65,349	$ 83,367

CITY OF SHERMAN, TEXAS

CHANGES IN NET POSITION
(Accrual Basis of Accounting)

	Fiscal Year		
	2014	2015	2016
EXPENSES			
Governmental activities:			
General government	$ 6,662	$ 6,303	$ 9,178
Public safety	17,871	18,221	19,655
Streets	6,011	7,024	6,481
Sanitation	703	716	748
Community services	5,268	5,398	5,760
Community development	290	277	339
Interest on long-term debt	594	560	665
Total governmental activities expenses	37,399	38,499	42,826
Business-type activities:			
Water and sewer services	18,853	18,760	20,569
Solid waste services	4,540	4,423	4,692
Total business-type activities expenses	23,393	23,183	25,261
Total primary government program expenses	$ 60,792	$ 61,682	$ 68,087
PROGRAM REVENUES			
Governmental activities:			
Charges for services:			
General government	$ 99	$ 97	$ 88
Public safety	2,707	2,635	2,512
Streets	118	102	99
Sanitation	171	139	125
Community services	1,194	1,194	868
Community development	-	-	-
Operating grants and contributions	156	1,504	183
Capital grants and contributions	250	247	546
Total governmental activities program revenues	4,695	5,918	4,421
Business-type activities:			
Charges for services:			
Water and sewer service	19,870	20,548	20,674
Solid waste service	5,815	5,763	6,218
Capital grants and contributions	1,191	546	289
Total business-type activities program revenues	26,876	26,857	27,181
Total primary government program revenues	$ 31,571	$ 32,775	$ 31,602

Fiscal Year						
2017	2018	2019	2020	2021	2022	2023
$ 7,061	$ 6,411	$ 6,592	$ 7,070	$ 7,089	$ 7,798	$ 9,479
21,582	21,056	24,076	25,886	24,623	25,060	33,535
7,053	9,156	19,873	10,492	11,044	9,879	11,075
778	734	858	959	732	750	-
5,874	6,054	6,595	7,281	7,808	7,997	9,723
321	231	351	441	441	305	559
1,491	1,672	2,461	2,678	3,319	2,918	3,369
44,160	45,314	60,806	54,807	55,056	54,707	67,740
21,591	23,098	24,346	24,961	24,360	24,153	28,726
4,876	6,321	6,584	6,600	5,730	6,334	7,359
26,467	29,419	30,930	31,561	30,090	30,487	36,085
$ 70,627	$ 74,733	$ 91,736	$ 86,368	$ 85,146	$ 85,194	$ 103,825
$ 78	$ 446	$ 842	$ 780	$ 1,323	$ 1,182	$ 2,509
3,383	3,784	3,518	3,165	3,137	3,900	5,691
137	153	213	359	279	2,540	1,887
106	109	94	77	75	82	-
965	903	1,083	811	1,084	1,356	1,295
-	-	-	1,716	-	-	-
402	331	1,030	1,254	2,252	1,039	1,187
407	685	156	2,984	347	3,637	4,646
5,478	6,411	6,936	11,146	8,497	13,736	17,215
20,760	22,481	22,229	23,213	23,877	30,487	33,940
6,264	6,690	6,943	7,122	7,466	7,589	7,907
389	1,322	1,391	2,129	600	3,191	2,615
27,413	30,493	30,563	32,464	31,943	41,267	44,462
$ 32,891	$ 36,904	$ 37,499	$ 43,610	$ 40,440	$ 55,003	$ 61,677

CITY OF SHERMAN, TEXAS

CHANGES IN NET POSITION
(Accrual Basis of Accounting)

	Fiscal Year		
	2014	2015	2016
NET (EXPENSE) REVENUES			
Governmental activities	$ (32,704)	$ (32,581)	$ (38,405)
Business-type activities	3,484	3,674	1,920
Total primary government net expense	(29,220)	(28,907)	(36,485)
GENERAL REVENUES AND OTHER CHANGES IN NET POSITION			
Governmental activities:			
Taxes			
Property	7,793	8,811	9,341
Sales	14,806	15,058	15,636
Franchise, nonproperty, and special assessment	3,841	3,618	3,425
Investment earnings	120	20	154
Grants, donations, and special items	279	136	222
Gain/(loss) on sale of fixed assets	-	-	9
Transfers	5,973	5,202	4,409
Total governmental activities	32,812	32,845	33,196
Business-type activities:			
Investment earnings	13	57	66
Grants, donations, and special items	121	65	402
Gain/(loss) on sale of fixed assets	-	-	-
Transfers	(5,973)	(5,202)	(4,408)
Total business-type activities	(5,839)	(5,080)	(3,940)
Total primary government	26,973	27,765	29,256
CHANGE IN NET POSITION			
Governmental activities	108	264	(5,209)
Business-type activities	(2,355)	(1,406)	(2,020)
Total primary government	$ (2,247)	$ (1,142)	$ (7,229)

Fiscal Year						
2017	2018	2019	2020	2021	2022	2023
$ (38,682)	$ (38,903)	$ (53,870)	$ (43,661)	$ (46,559)	$ (40,971)	$ (50,525)
946	1,074	(367)	903	1,853	10,780	8,377
(37,736)	(37,829)	(54,237)	(42,758)	(44,706)	(30,191)	(42,148)
10,808	12,127	13,057	16,271	17,627	18,613	20,837
15,563	17,839	18,024	18,696	21,564	25,229	29,672
3,490	3,655	3,568	3,447	3,651	4,057	4,313
353	489	1,054	483	325	(814)	1,902
303	226	496	359	240	362	873
(35)	2,035	(47)	31	3,046	-	-
4,056	2,515	2,878	2,599	3,526	3,358	3,890
34,538	38,886	39,030	41,886	49,979	50,805	61,487
45	40	173	94	14	9	535
810	516	581	1,161	101	1,067	2,063
-	-	-	-	-	-	(29)
(4,056)	(2,515)	(2,878)	(2,599)	(3,526)	(3,358)	(3,890)
(3,201)	(1,959)	(2,124)	(1,344)	(3,411)	(2,282)	(1,321)
31,337	36,927	36,906	40,542	46,568	48,523	60,166
(4,144)	(17)	(14,840)	(1,775)	3,420	9,834	10,962
(2,255)	(885)	(2,491)	(441)	(1,558)	8,498	7,056
$ (6,399)	$ (902)	$ (17,331)	$ (2,216)	$ 1,862	$ 18,332	$ 18,018

CITY OF SHERMAN, TEXAS

FUND BALANCE
GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)
(amounts expressed in thousands)

	Fiscal Year			
	2014	2015	2016	2017
General fund				
Nonspendable	$ -	$ -	$ 87	$ -
Restricted	30	6	8	11
Assigned	139	141	69	38
Unassigned	11,358	10,949	10,056	9,344
Total general fund	$ 11,527	$ 11,096	$ 10,220	$ 9,393
All other governmental funds				
Nonspendable	$ 1,300	$ -	$ -	$ -
Restricted	3,446	3,420	2,761	24,536
Committed	418	419	422	426
Assigned	-	1,758	9,832	460
Unassigned	(658)	-	-	-
Total all other governmental funds	$ 4,506	$ 5,597	$ 13,015	$ 25,422

Fiscal Year					
2018	2019	2020	2021	2022	2023
$ -	$ -	$ -	$ 1	$ -	$ 1
1	3	3	11	11	30
52	58	216	554	70	85
11,504	11,297	12,527	16,339	18,299	22,688
$ 11,557	$ 11,358	$ 12,746	$ 16,905	$ 18,380	$ 22,804
$ -	$ -	$ -	$ 100	$ 100	$ 116
29,835	28,019	16,918	43,246	25,025	94,090
437	450	460	462	473	515
528	-	-	9	2,299	1,432
(20)	(1,029)	(44)	(103)	(200)	(613)
$ 30,780	$ 27,440	$ 17,334	$ 43,714	$ 27,697	$ 95,540

CITY OF SHERMAN, TEXAS

CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)
(amounts expressed in thousands)

	Fiscal Year			
	2014	2015	2016	2017
REVENUES				
Taxes	$ 26,300	$ 27,269	$ 28,327	$ 29,934
Licenses and permits	401	371	404	503
Intergovernmental	577	572	714	762
Charges for services	3,079	2,977	2,927	3,502
Fines	731	571	527	726
Investment earnings	120	20	154	350
Donations	42	39	43	53
Miscellaneous	208	1,579	220	330
Total revenues	31,458	33,398	33,316	36,160
EXPENDITURES				
General government	4,839	5,209	5,337	5,408
Public safety	17,509	17,669	18,400	19,409
Highways and streets	2,565	2,557	2,997	3,374
Sanitation	682	701	704	714
Community services	4,377	4,496	4,727	4,954
Community development	290	278	335	316
Capital outlay	751	2,678	2,955	9,332
Debt service:				
Principal	770	795	830	1,300
Interest and debt service fees	574	547	619	1,180
Total expenditures	32,357	34,930	36,904	45,987
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(899)	(1,532)	(3,588)	(9,827)
OTHER FINANCING SOURCES (USES)				
Proceeds of long-term debt	$ -	$ -	$ 8,800	$ 18,110
Premium on bond issuance	-	-	304	1,701
Proceeds from refunding debt	-	-	-	9,360
Proceeds from sale of assets	56	39	438	51
Insurance recoveries	-	-	-	-
Paid to refunding bond agent	-	-	-	(9,887)
Transfers in	5,098	5,500	3,985	3,926
Transfers out	(1,926)	(3,348)	(3,398)	(1,854)
Total other financing sources (uses)	3,228	2,191	10,129	21,407
NET CHANGE IN FUND BALANCES	$ 2,329	$ 659	$ 6,541	$ 11,580
DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES	4.3%	4.0%	4.3%	6.8%

Note: Capital Outlay does not include contributed capital assets.

Fiscal Year					
2018	2019	2020	2021	2022	2023
$ 33,585	$ 34,562	$ 38,390	$ 42,838	$ 47,471	$ 54,482
824	691	609	811	1,097	2,874
957	1,392	3,568	2,528	1,853	1,300
3,929	3,759	3,744	4,303	7,096	7,693
562	693	391	383	474	704
461	1,013	463	321	(865)	1,651
86	60	157	52	72	86
276	705	327	315	770	943
40,680	42,875	47,649	51,551	57,968	69,733
6,396	6,157	6,634	7,166	7,946	8,924
21,346	22,235	23,151	24,750	27,010	32,516
6,190	15,389	6,123	6,690	7,081	5,701
730	793	913	710	871	-
5,367	5,719	6,328	7,076	7,809	9,085
244	348	447	446	310	575
17,218	13,921	10,682	5,604	17,972	14,984
1,810	2,490	3,475	3,125	3,762	4,097
1,826	2,370	2,753	2,785	3,483	3,439
61,127	69,422	60,506	58,352	76,244	79,321
(20,447)	(26,547)	(12,857)	(6,801)	(18,276)	(9,588)
$ 22,880	$ 19,130	$ -	$ 29,025	$ 334	$ 73,687
501	1,001	-	1,130	-	4,394
-	-	-	-	-	-
2,030	-	-	3,648	43	171
42	-	-	-	-	-
-	-	-	-	-	-
5,220	4,784	5,547	5,459	5,956	6,122
(2,705)	1,906	(1,398)	(1,933)	(2,598)	(2,519)
27,968	23,009	4,149	37,329	3,735	81,855
$ 7,521	$ (3,538)	$ (8,708)	$ 30,528	$ (14,541)	$ 72,267
9.7%	9.9%	13.6%	10.1%	13.7%	12.4%

CITY OF SHERMAN, TEXAS

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS
(amounts expressed in thousands)

Fiscal Year	Real Property		Nonreal Property		Less Exemptions and Deductions	Total Taxable Assessed Value	Total Direct Tax Rate	Assessd Value of Taxable Property	Per Capita Assessed Value
	Residential	Commercial	Personal	Other					
2014	$ 855,330	$ 1,313,960	$ 612,320	$ 31,885	$ 575,443	$ 2,238,052	0.3480	$ 2,238,052	$ 57,674
2015	872,907	1,724,365	643,252	27,226	893,233	2,374,517	0.3720	2,374,517	60,700
2016	1,024,035	1,856,599	584,425	18,012	962,223	2,520,848	0.3720	2,520,848	63,708
2017	1,091,578	1,865,518	643,397	12,743	831,983	2,781,253	0.3943	2,781,253	69,337
2018	1,193,741	1,945,413	664,170	15,020	931,450	2,886,894	0.4273	2,886,894	71,206
2019	1,352,065	1,956,251	678,475	13,927	886,541	3,114,177	0.4273	3,114,177	75,681
2020	1,479,006	2,124,113	824,371	14,758	1,022,390	3,419,858	0.4890	3,419,858	78,356
2021	1,637,409	2,393,564	930,870	10,535	1,135,229	3,837,149	0.4890	3,837,149	87,917
2022	1,885,385	2,691,186	882,487	7,961	1,328,877	4,138,142	0.4890	4,138,142	95,704
2023	2,483,580	3,316,723	942,430	11,251	1,835,813	4,918,172	0.4699	4,918,172	113,655

Source: Grayson Central Appraisal District

Certified values are subject to change throughout the year as contested values are resolved.

Note: Assessed values are determined as of January 1, and relate to taxes levied on the first day of the following fiscal year. Assessed value is equal to 100% of estimated value. All property is assessed the same regardless of real or personal property, commercial, residential, or industrial.

CITY OF SHERMAN, TEXAS

CLASSIFICATION OF ASSESSED VALUATION

LAST TEN YEARS

Category	Tax Year 2013	% of Total	Tax Year 2014	% of Total	Tax Year 2015	% of Total	Tax Year 2016	% of Total	Tax Year 2017	% of Total
Real, Residential, Single-Family	$ 933,817,827	33.19%	$ 950,035,956	29.07%	$ 996,337,134	28.61%	$ 1,172,256,310	32.44%	$ 1,271,730,740	33.31%
Real, Residential, Multi-Family	130,211,958	4.63%	133,771,157	4.09%	137,353,565	3.94%	145,169,098	4.02%	171,592,703	4.49%
Real, Vacant Lots/Tracts	36,329,354	1.29%	36,858,532	1.13%	37,093,687	1.06%	36,562,019	1.01%	37,089,674	0.97%
Real, Acreage	79,919,006	2.84%	76,112,901	2.32%	75,791,961	2.18%	79,268,497	2.19%	85,560,844	2.24%
Real, Farm & Ranch Improvements	22,561,954	0.80%	25,326,663	0.78%	25,543,317	0.73%	27,381,695	0.76%	26,368,480	0.69%
Real, Commercial	584,441,092	20.77%	611,588,356	18.71%	656,344,646	18.84%	727,043,765	20.12%	741,982,423	19.43%
Real, Industrial	148,052,374	5.26%	443,154,265	13.56%	534,042,357	15.33%	452,398,809	12.53%	419,523,237	10.99%
Oil & Gas	26,524,198	0.94%	23,122,330	0.71%	14,370,088	0.41%	7,583,006	0.21%	10,325,892	0.27%
Utilities	50,457,550	1.79%	54,838,785	1.68%	60,125,951	1.73%	62,764,999	1.74%	62,022,277	1.62%
Tangible Personal, Commercial	236,760,135	8.42%	228,665,101	7.00%	227,394,003	6.53%	225,091,030	6.23%	232,822,211	6.10%
Tangible Personal, Industrial	311,710,732	11.08%	343,301,158	10.51%	377,369,508	10.83%	336,018,163	9.30%	351,338,418	9.20%
Mobile Homes	2,686,298	0.10%	2,529,051	0.08%	2,373,920	0.07%	2,288,864	0.06%	2,311,951	0.06%
Intangible Property Exempt	229,503,519	8.16%	316,851,742	9.70%	315,067,825	9.05%	313,988,437	8.69%	374,133,097	9.80%
Real Property, Inventory	20,519,083	0.73%	21,594,872	0.66%	23,863,035	0.69%	25,420,914	0.70%	31,541,579	0.83%
Total Appraised Value	2,813,495,080	100.00%	3,267,750,869	100.00%	3,483,070,997	100.00%	3,613,235,606	100.00%	3,818,343,526	100.00%
Less:										
Local Over-65/Disabled	78,722,850		79,182,065		79,273,899		80,301,080		83,649,627	
Community Housing	2,521,084		2,721,914		2,669,627		2,724,952		2,754,411	
Freeport Exemption Loss	75,961,885		97,512,827		118,381,149		84,319,146		81,811,147	
Productivity	78,407,381		74,612,662		74,265,056		77,756,203		83,945,484	
Abatement	95,869,742		287,767,443		326,424,014		184,485,769		221,084,611	
Homestead Cap Loss	2,622,922		1,993,490		5,756,978		51,609,559		45,332,278	
Pollution Control Exemption Loss	2,117,525		21,818,194		28,342,360		22,957,482		20,737,245	
Veterans Exemption Loss	12,237,464		13,422,653		14,711,729		16,565,434		20,586,320	
Exempt	226,982,434		314,202,143		312,398,198		311,263,484		371,548,465	
Total Exemptions/Deductions	575,443,287		893,233,391		962,223,010		831,983,109		931,449,588	
Net Taxable Assessed Valuation	$ 2,238,051,793		$ 2,374,517,478		$ 2,520,847,987		$ 2,781,252,497		$ 2,886,893,938	

CITY OF SHERMAN, TEXAS

CLASSIFICATION OF ASSESSED VALUATION

LAST TEN YEARS

Category	Tax Year 2018	% of Total	Tax Year 2019	% of Total	Tax Year 2020	% of Total	Tax Year 2021	% of Total	Tax Year 2022	% of Total
Real, Residential, Single-Family	$ 1,440,633,426	36.01%	$ 1,571,990,435	35.39%	$ 1,758,924,147	35.37%	$ 2,009,895,618	36.76%	$ 2,631,296,750	38.96%
Real, Residential, Multi-Family	186,727,671	4.67%	209,348,951	4.71%	235,389,545	4.73%	283,139,771	5.18%	328,454,417	4.86%
Real, Vacant Lots/Tracts	43,976,830	1.10%	56,163,717	1.26%	63,210,347	1.27%	72,022,560	1.32%	105,842,355	1.57%
Real, Acreage	87,769,981	2.19%	90,225,890	2.03%	110,137,273	2.21%	116,038,699	2.12%	220,962,309	3.27%
Real, Farm & Ranch Improvements	29,536,003	0.74%	35,064,698	0.79%	41,976,783	0.84%	44,004,655	0.80%	49,686,838	0.74%
Real, Commercial	755,143,573	18.88%	788,778,665	17.76%	865,871,126	17.41%	895,223,349	16.37%	1,082,394,559	16.03%
Real, Industrial	399,775,501	9.99%	472,104,302	10.63%	512,166,415	10.30%	540,653,003	9.89%	586,705,475	8.69%
Oil & Gas	9,970,358	0.25%	11,682,888	0.26%	8,263,130	0.17%	6,444,986	0.12%	11,066,520	0.16%
Utilities	65,490,107	1.64%	75,543,469	1.70%	81,865,542	1.65%	90,476,011	1.65%	98,658,622	1.46%
Tangible Personal, Commercial	242,497,504	6.06%	283,328,263	6.38%	294,808,501	5.93%	309,388,018	5.66%	353,012,598	5.23%
Tangible Personal, Industrial	351,613,421	8.79%	439,320,769	9.89%	526,294,089	10.58%	444,998,018	8.14%	449,035,022	6.65%
Mobile Homes	2,414,806	0.06%	2,836,953	0.06%	3,132,688	0.06%	3,243,521	0.06%	5,082,660	0.08%
Intangible Property							6,468	0.00%		-
Exempt	351,968,446	8.80%	364,255,932	8.20%	421,318,648	8.47%	599,718,098	10.97%	771,742,595	11.43%
Real Property, Inventory	33,200,075	0.83%	41,602,675	0.94%	49,019,306	0.99%	51,766,100	0.95%	60,043,585	0.89%
Total Appraised Value	4,000,717,702	100.00%	4,442,247,607	100.00%	4,972,377,540	100.00%	5,467,018,875	100.00%	6,753,984,305	100.00%
Less:										
Local Over-65/Disabled	83,095,775		88,147,460		87,472,969		90,751,051		90,697,998	
Community Housing	2,972,484		3,322,189		3,300,000		3,717,005		4,254,805	
Freeport Exemption Loss	82,495,763		94,958,354		116,126,760		107,184,485		138,752,880	
Productivity	86,188,622		88,654,461		108,704,423		114,813,248		219,669,855	
Abatement	189,930,489		294,237,452		279,182,548		242,080,397		219,705,138	
Homestead Cap Loss	51,629,355		47,090,303		66,573,618		92,981,198		300,532,863	
Pollution Control Exemption Loss	17,856,105		16,344,385		22,590,402		43,005,842		49,170,015	
Veterans Exemption Loss	23,058,013		28,353,055		32,794,646		37,932,176		45,047,270	
Exempt	349,314,140		361,282,732		418,483,604		596,411,735		767,981,878	
Total Exemptions/Deductions	886,540,746		1,022,390,391		1,135,228,970		1,328,877,137		1,835,812,702	
Net Taxable Assessed Valuation	$ 3,114,176,956		$ 3,419,857,216		$ 3,837,148,570		$ 4,138,141,738		$ 4,918,171,603	

Source: Grayson Central Appraisal District

Certified values are subject to change throughout the year as contested values are resolved.

CITY OF SHERMAN, TEXAS

DIRECT AND OVERLAPPING PROPERTY TAX RATES *

LAST TEN FISCAL YEARS

				Overlapping Rates			Overlapping Rates						Total
	City of Sherman Rates			Grayson County			Sherman Independent School District			Grayson College			Direct and
Fiscal Year	Operating	Debt Service	Total	Operating	Debt Service	Total	Operating	Debt Service	Total	Operating	Debt Service	Total	Overlapping Rates*
2014	0.30030	0.04770	0.34800	0.49090	-	0.49090	1.04000	0.40000	1.44000	0.12925	0.05236	0.18161	2.46051
2015	0.33000	0.04220	0.37220	0.49090	-	0.49090	1.04000	0.40000	1.44000	0.13059	0.05091	0.18150	2.48460
2016	0.33244	0.03956	0.37200	0.49090	-	0.49090	1.17000	0.27000	1.44000	0.13384	0.04756	0.18140	2.48430
2017	0.34789	0.04641	0.39430	0.47372	-	0.47372	1.17000	0.27000	1.44000	0.13612	0.04518	0.18130	2.48932
2018	0.34759	0.07971	0.42730	0.46037	-	0.46037	1.17000	0.27000	1.44000	0.14034	0.04086	0.18120	2.50887
2019	0.31956	0.10774	0.42730	0.42791	0.01390	0.44181	1.17000	0.47900	1.64900	0.14239	0.03494	0.17733	2.69544
2020	0.33844	0.15056	0.48900	0.40397	0.01246	0.41643	1.06830	0.47900	1.54730	0.14068	0.03107	0.17175	2.62448
2021	0.33757	0.15143	0.48900	0.36446	0.01225	0.37670	0.99070	0.47900	1.46970	0.14150	0.02957	0.17107	2.50647
2022	0.30558	0.18342	0.48900	0.32820	0.01080	0.33900	0.96030	0.47900	1.43930	0.14150	0.02655	0.16805	2.43535
2023	0.26536	0.20458	0.46993	0.29614	0.00896	0.30510	0.94290	0.47900	1.42190	0.12488	0.02182	0.14670	2.34364

Source: Grayson Central Appraisal District

Notes: Overlapping rates are those of local and county governments that apply to property owners within the City of Sherman. Not all overlapping rates apply to all City of Sherman property owners (e.g., the rates for special districts apply only to the proportion of the government's property owners whose property is located within the geographic boundaries of the special district).

*Property tax rates for the three entities with the largerst amount of overlapping properties in the City of Sherman are shown above. Other entities with a smaller percentage of overlapping properties include S&S Consolidated ISD, Denison ISD, Howe ISD and Whitewright ISD. See Table 17 for all overlapping debt.

CITY OF SHERMAN, TEXAS

PRINCIPAL PROPERTY TAXPAYERS

CURRENT YEAR AND NINE YEARS AGO
(amounts expressed in thousands)

	Tax Year 2022			Tax Year 2013		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Panda Sherman Power LLC	$ 144,865	1	2.95%	$ -		-
Tyson Fresh Meats Inc	77,193	2	1.57%	-		-
JMCR Sherman LLC	53,463	3	1.09%	-		-
Finisar Sherman RE Holdco LLC	51,326	4	1.04%	-		-
Oncor Electric Delivery Co LLC	46,658	5	0.95%	20,898	6	0.92%
Globitech Incorporated	35,860	6	0.73%	49,626	1	2.20%
Sherman Commons LP	34,561	7	0.70%	21,104	5	0.93%
First United Bank & Trust	25,108	8	0.51%	-		-
II-VI	21,653	9	0.44%	-		-
Atmos Energy/Mid-Tex Distribution	21,040	10	0.43%			
Town North Center	-		-	45,316	2	2.00%
Sherman Grayson Hospital LLC	-		-	42,530	3	1.88%
Texas Instruments	-		-	44,401	4, 10	1.97%
Sunny Delight	-		-	20,334	7	0.90%
MEMC Southwest INC	-		-	20,071	8	0.89%
Globitech Incorporated	-		-	18,894	9	0.84%
Total	$ 511,727		10.40%	$ 283,174		12.53%

Source: Grayson Central Appraisal District

CITY OF SHERMAN, TEXAS

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS
(amounts expressed in thousands)

Fiscal Year Ended	Taxes Levied for the Fiscal Year	Collected Within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2014	$ 7,803	$ 7,669	98.28%	65	$ 7,734	99.11%
2015	8,796	8,665	98.51%	78	8,743	99.40%
2016	9,324	9,125	97.87%	176	9,301	99.75%
2017	10,779	10,592	98.27%	106	10,698	99.25%
2018	12,056	11,918	98.86%	88	12,006	99.59%
2019	12,905	12,699	98.40%	121	12,820	99.34%
2020	16,225	15,961	98.38%	131	16,092	99.18%
2021	17,891	17,653	98.67%	121	17,774	99.35%
2022	19,197	18,974	98.84%	122	19,096	99.47%
2023	21,936	21,665	98.76%	-	21,665	98.76%

Source: Grayson County Tax Assessor Collector. Certified values are subject to change throughout the year as contested values are resolved.

TABLE 10

CITY OF SHERMAN, TEXAS

SALES TAX COLLECTIONS

LAST TEN FISCAL YEARS

Fiscal Year	Sales Tax Collections	Property Tax Levy	Local Sales Tax Rate	State Sales Tax Rate	Percent of Property Tax Levy	Equivalent Property Tax Rate
2014	$ 14,675,996	$ 7,803,000	2.000%	6.250%	188.08%	0.6557
2015	14,699,706	8,796,000	2.000%	6.250%	167.12%	0.6191
2016	15,487,150	9,324,000	2.000%	6.250%	166.10%	0.6144
2017	15,572,318	10,779,000	2.000%	6.250%	144.47%	0.5599
2018	17,454,767	12,056,000	2.000%	6.250%	144.78%	0.6046
2019	17,969,235	12,904,653	2.000%	6.250%	139.25%	0.5770
2020	18,494,327	16,224,684	2.000%	6.250%	113.99%	0.5408
2021	21,037,726	17,890,744	2.000%	6.250%	117.59%	0.5483
2022	23,875,173	19,196,760	2.000%	6.250%	124.37%	0.5770
2023	29,544,514	21,936,324	2.000%	6.250%	134.68%	0.6007

CITY OF SHERMAN, TEXAS

SALES TAX COLLECTION BY INDUSTRY

LAST TEN FISCAL YEARS*

Industry	2014	Percent of Total Collection	2015	Percent of Total Collection	2016	Percent of Total Collection	2017	Percent of Total Collection	2018	Percent of Total Collection
Retail Trade	$ 7,928,871	54.0%	$ 8,030,977	54.6%	$ 8,619,109	55.7%	$ 8,929,151	57.3%	$ 9,120,215	52.3%
Accommodation and Food Service	1,597,945	10.9%	1,631,949	11.1%	1,761,217	11.4%	1,874,712	12.0%	1,986,397	11.4%
Manufacturing	1,088,028	7.4%	1,008,652	6.9%	1,175,919	7.6%	856,743	5.5%	934,049	5.4%
Wholesale Trade	687,130	4.7%	861,791	5.9%	897,047	5.8%	986,180	6.3%	1,029,163	5.9%
Information	735,636	5.0%	789,066	5.4%	863,364	5.6%	883,113	5.7%	991,374	5.7%
Utilities	634,736	4.3%	579,040	3.9%	790,238	5.1%	765,113	4.9%	960,450	5.5%
Construction	779,630	5.3%	382,718	2.6%	447,532	2.9%	103,946	0.7%	1,188,939	6.8%
Admin Support	336,868	2.3%	313,191	2.1%	103,427	0.7%	151,075	1.0%	184,320	1.1%
Real Estate/Rental/Leasing	315,644	2.2%	319,813	2.2%	331,629	2.1%	391,789	2.5%	432,428	2.5%
Other	571,509	3.9%	782,509	5.3%	497,667	3.1%	630,297	4.0%	627,431	3.6%
	$ 14,675,997	100.0%	$ 14,699,706	100.0%	$ 15,487,149	100.0%	$ 15,572,119	100.0%	$ 17,454,766	100.0%

Industry	2019	Percent of Total Collection	2020	Percent of Total Collection	2021	Percent of Total Collection	2022	Percent of Total Collection	2023	Percent of Total Collection
Retail Trade	$ 9,407,653	52.35%	$ 9,510,633	51.4%	$ 11,959,706	56.8%	$ 13,020,171	54.5%	$ 13,652,689	46.2%
Accommodation and Food Service	2,126,404	11.83%	1,992,860	10.8%	2,242,472	10.7%	2,505,611	10.5%	2,666,419	9.0%
Manufacturing	935,340	5.21%	1,093,158	5.9%	1,098,243	5.2%	1,639,651	6.9%	6,227,202	21.1%
Wholesale Trade	1,261,981	7.02%	1,233,768	6.7%	1,739,812	8.3%	2,596,756	10.9%	1,963,581	6.6%
Information	1,088,823	6.06%	1,001,891	5.4%	791,597	3.8%	861,519	3.6%	381,236	1.3%
Utilities	977,013	5.44%	1,037,478	5.6%	975,229	4.6%	1,006,366	4.2%	1,298,779	4.4%
Construction	665,426	3.70%	577,987	3.1%	544,988	2.6%	731,521	3.1%	743,095	2.5%
Admin Support	255,778	1.42%	328,378	1.8%	324,274	1.5%	309,180	1.3%	333,092	1.1%
Real Estate/Rental/Leasing	434,542	2.42%	486,146	2.6%	549,176	2.6%	601,247	2.5%	662,409	2.2%
Other	816,275	4.54%	1,232,029	6.7%	812,229	3.9%	603,151	2.5%	1,616,014	5.5%
	$ 17,969,235	100.0%	$ 18,494,327	100.0%	$ 21,037,726	100.0%	$ 23,875,173	100.0%	$ 29,544,514	100.0%

No other entity's sales tax overlaps the City of Sherman's sales tax.

TABLE 12

CITY OF SHERMAN, TEXAS

WATER AND SEWER RATES

LAST TEN FISCAL YEARS

Fiscal Year	Water		Sewer	
	Monthly Base Rate	Rate per 1,000 Gallons	Monthly Base Rate	Rate per 1,000 Gallons
2014	21.39	3.06	7.68	3.27
2015	21.39	3.06	7.68	3.27
2016	21.39	3.06	7.68	3.27
2017	22.14	3.17	7.95	3.38
2018	22.80	3.27	8.19	3.48
2019	22.80	3.27	8.19	3.48
2020	22.80	3.27	8.19	3.48
2021	23.48	3.37	8.68	3.69
2022	24.18	3.47	9.29	3.95
2023	24.18	3.47	9.29	3.95

CITY OF SHERMAN, TEXAS

WATER SOLD BY TYPE OF CUSTOMER

LAST TEN FISCAL YEARS
(revenue amounts expressed in thousands)

	2014		2015		2016		2017		2018	
Type of Customer	Thousands of Gallons	Revenues	Thousands of Gallons	Revenues	Thousands of Gallons	Revenues	Thousands of Gallons	Revenues	Thousands of Gallons	Revenues
Residential	1,058,513.3	$ 6,649	1,064,108.6	$ 6,725	7,168.0	$ 6,885	1,081,291.8	$ 6,967	1,197,155.7	$ 7,737
Commercial	1,059,245.9	4,499	1,145,259.4	4,801	1,189,118.6	4,916	1,131,942.7	4,900	1,165,800.1	5,182
Other Water Providers	421,709.0	705	730,105.0	1,012	817,598.7	1,062	752,723.7	943	826,897.6	980
Outside City Limits	13,582.9	75	6,116.5	79	6,204.7	83	6,852.5	92	7,811.1	105
Government	47,443.6	*	41,052.6	*	45,735.6	*	54,197.6	*	54,277.7	*
Fire Hydrants	8,861.3	47	4,450.9	45	7,951.1	57	4,443.5	48	10,810.5	86
Totals	2,609,355.9	$ 11,975	2,991,093.0	$ 12,662	2,073,776.7	$ 13,003	3,031,451.9	$ 12,950	3,262,752.7	$ 14,090

	2019		2020		2021		2022		2023	
Type of Customer	Thousands of Gallons	Revenues	Thousands of Gallons	Revenues	Thousands of Gallons	Revenues	Thousands of Gallons	Revenues	Thousands of Gallons	Revenues
Residential	1,045,238.3	$ 7,354	1,181,406.4	$ 7,909	1,158,597.1	$ 7,925	1,337,947.8	$ 8,854	1,329,606.3	$ 9,235.7
Commercial	1,122,412.6	5,077	1,146,574.8	5,181	1,083,822.1	4,995	1,207,097.3	5,566	1,202,091.5	$ 5,728.7
Other Water Providers	613,248.5	992	623,761.9	968	686,330.9	1,071	744,191.9	1,149	761,211.4	$ 1,274.7
Outside City Limits	7,389.3	107	11,325.3	157	12,741.4	187	14,502.4	208	14,085.1	$ 218.5
Government	42,280.2	*	38,108.6	*	51,972.8	*	55,367.3	*	60,549.2	*
Fire Hydrants	8,690.0	108	13,475.6	136	24,027.1	171	48,308.1	261	52,584.6	$ 343.8
Total	2,839,258.9	$ 13,638	3,014,652.6	$ 14,351	3,017,491.4	$ 14,349	3,407,414.7	$ 16,038	3,420,128.1	$ 16,801

* Revenues breakdown not available.

CITY OF SHERMAN, TEXAS

TOP TEN WATER CUSTOMERS

AS OF SEPTEMBER 30, 2023

Customer	Consumption *(In Millions of Gallons)*	Revenues *(In Thousands)*	Rank	% of Total Water Revenues
Panda / Rayburn Energy	678.8	$ 1,004.7	1	5.980%
Texas Instruments, Inc.	280.9	1,078.0	2	6.416%
Globitech, Inc	187.6	695.7	3	4.141%
IBP, Inc	119.9	444.4	4	2.645%
Sunny Delight Beverages	56.4	213.7	5	1.272%
Finisar	54.5	196.2	6	1.168%
Austin College	51.0	298.5	7	1.777%
Mustang SUD	46.0	196.4	8	1.169%
WNJ Regional Hospital	35.1	150.1	9	0.893%
Sherman ISD	34.9	212.7	10	1.266%
Total	1,545.1	$ 4,490.4		26.73%

Note: Total billed water from October 1, 2022 through September 30, 2023 was $16,801,430.

CITY OF SHERMAN, TEXAS

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS
(amounts expressed in thousands)

	Governmental Activities						Business-Type Activities							
Fiscal Year	General Obligation Bonds	Certificates of Obligation	Tax Notes	Note Payable	Leases	SBITAs	Water and Sewer Bonds	Note Payable	Leases	SBITAs	Other	Total Primary Government	Percentage of Personal Income	Per Capita
2014	$ 1,330	$ 127,730	$ -	$ 575	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,932	$ 132,568	2.16%	458
2015	1,270	11,995	-	373	-	-	-	-	-	-	2,842	16,480	1.97%	430
2016	1,210	18,499	1,830	162	-	-	-	757	-	-	2,746	25,204	3.01%	658
2017	10,669	28,291	1,395	-	-	-	-	641	-	-	2,647	43,643	4.87%	1,073
2018	9,914	50,399	935	2,366	-	-	-	524	-	-	2,544	66,682	7.42%	1,645
2019	8,495	69,180	470	3,103	-	-	-	434	-	-	2,437	84,119	8.81%	2,044
2020	8,250	66,837	-	3,331	-	-	-	282	-	-	2,326	81,026	8.03%	1,909
2021	7,386	94,549	1,795	2,668	-	-	-	158	-	-	2,201	108,757	10.47%	2,492
2022	6,501	91,563	3,298	1,984	102	-	-	32	36	-	2,072	105,588	9.85%	2,442
2023	5,587	166,285	5,381	1,259	-	327	-	-	-	101	1,940	180,880	15.85%	4,180

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Personal income and population data can be found in the Schedule of Demographic and Economic Statistics (Table 20).

CITY OF SHERMAN, TEXAS

RATIOS OF GENERAL BONDED DEBT OUTSTANDING

LAST TEN FISCAL YEARS
(amounts expressed in thousands)

Fiscal Year	General Obligation Bonds	Certificates of Obligation	Total General Bonded Debt	Percentage of Actual Taxable Value of Property	Per Capita
2014	$ 1,330	$ 12,730	$ 14,060	0.63%	$ 367
2015	1,270	11,995	13,265	0.53%	346
2016	1,210	18,499	19,709	0.81%	514
2017	10,069	28,291	38,360	1.38%	956
2018	9,914	50,399	60,313	2.09%	1,488
2019	8,495	69,180	77,675	2.49%	1,888
2020	8,250	66,837	75,087	1.96%	1,770
2021	7,386	94,549	101,935	2.66%	2,336
2022	6,501	91,563	98,064	2.37%	2,268
2023	5,587	166,285	171,872	3.49%	3,972

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements. See the Schedule of Assessed Value and Estimated Actual Value of Taxable Property for property value data (Table 5). Population data can be found in the Schedule of Demographic and Economic Statistics (Table 20).

CITY OF SHERMAN, TEXAS

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

AS OF SEPTEMBER 30, 2023
(amounts expressed in thousands)

Government Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Direct and Overlapping Debt
City of Sherman direct debt	$ 178,512	100.000%	178,512
Debt repaid with property taxes:			
Sherman ISD	413,235	90.76%	375,052
Grayson County	43,125	28.24%	12,179
Grayson College	16,610	28.24%	4,691
S & S Consolidated ISD	25,060	23.78%	5,959
Denison ISD	206,600	4.23%	8,739
Howe ISD	19,907	3.14%	625
Whitewright ISD	18,500	0.25%	46
Subtotal, overlapping debt			407,291
Total direct and overlapping debt			$ 585,803
Ratio of direct and overlapping debt to assessed valuation			11.9%
Per capita direct and overlapping debt			$ 13,537

Sources: Estimated applicable percentages and debt outstanding for overlapping entities were obtained from the Texas Municipal Advisory Council.

Notes: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Sherman. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

CITY OF SHERMAN, TEXAS

LEGAL DEBT MARGIN INFORMATION

LAST TEN FISCAL YEARS
(amounts expressed in thousands)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Debt limit	$ 223,805	$ 237,452	$ 252,085	$ 278,125	$ 288,689	$ 311,418	$ 341,986	$ 383,715	$ 413,814	$ 491,817
Total net debt applicable to limit	-	-	9,100	19,102	23,381	20,131	-	30,155	2,124	76,845
Legal debt margin	$ 223,805	$ 237,452	$ 242,985	$ 259,023	$ 265,308	$ 291,287	$ 341,986	$ 353,560	$ 411,690	$ 414,972
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	3.61%	6.87%	8.10%	6.46%	0.00%	7.86%	0.51%	15.62%

Note: The City Charter of the City of Sherman does not limit outstanding general obligation debt in relation to total assessed property value, but the aggregate amount of bonds and other debt is not to exceed 10% of the assessed valuatiion. Under provisions of state law, the maximum tax rate is limited to $2.50 per $100 assessed valuation.

TABLE 19

CITY OF SHERMAN, TEXAS

PLEDGED REVENUE COVERAGE

LAST TEN FISCAL YEARS
(amounts expressed in thousands)

	Water Revenue Bonds					
Fiscal Year	Water and Sewer Charges and Other	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2014	$ 19,924	$ 16,233	$ 3,691	$ -	$ -	$ -
2015	20,612	15,834	4,778	-	-	-
2016	20,987	18,255	2,732	-	-	-
2017	21,493	19,254	2,239	-	-	-
2018	22,819	20,731	2,088	-	-	-
2019	23,182	21,917	1,265	-	-	-
2020	23,832	21,842	1,991	-	-	-
2021	23,154	21,305	1,849	-	-	-
2022	26,214	21,089	5,125	-	-	-
2023	30,440	25,750	4,690	-	-	-

Notes:
Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Water, sewer and other charges includes investment earnings, but not tap fees. Operating expenses do not include interest or depreciation.

TABLE 20

CITY OF SHERMAN, TEXAS

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS

Calendar Year	Population	Personal Income**	Per Capita Personal Income	Median Age	Percent High School Graduate or Higher	School Enrollment	Average Unemployment Rate *
2014	38,315	$ 823,364	$ 21,218	33.5	84.6%	6,795	5.1%
2015	38,315	854,868	21,853	32.7	83.7%	7,280	4.0%
2016	38,315	865,691	21,878	33.5	84.7%	7,262	3.9%
2017	40,112	883,627	22,029	33.5	85.1%	7,738	3.8%
2018	40,543	898,190	22,154	33.4	85.6%	7,755	3.3%
2019	41,149	954,616	23,199	34.0	84.8%	7,784	3.1%
2020	42,432	1,009,669	23,795	34.8	85.6%	7,938	7.0%
2021	43,645	1,038,533	23,795	34.8	85.6%	8,010	5.3%
2022	43,239	1,072,500	24,804	34.6	87.4%	7,853	3.8%
2023	43,273	1,141,498	26,379	34.5	89.2%	7,491	4.0%

Sources: US Census; Bureau of Labor Statistics; Sherman Independent School District.

* Not seasonally adjusted

**Amounts expressed in thousands.

CITY OF SHERMAN, TEXAS

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

	2023			2014		
Taxpayer	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Tyson Fresh Meats	1,700	1	7.88%	1,539	1	8.43%
Sherman ISD	1,137	2	5.27%	1,100	2	6.03%
Carrus Hospital	650	3	3.01%	-		-
Texas Instruments	600	4	2.78%	900	4	4.93%
Coherent	577	5	2.68%	-		-
Grayson County	575	6	2.67%	530	5	2.90%
City of Sherman*	518	7	2.40%	392	8	2.15%
Wilson N. Jones Regional Medical Center	489	8	2.27%	1,000	3	5.48%
Alorica	452	9	2.10%	-		-
Capio	400	10	1.85%	-		-
Wal-Mart/Sam's	-		-	450	6	2.47%
Fisher Controls	-		-	440	7	2.41%
West Asset Management	-		-	350	9	1.92%
Austin College	-		-	320	10	1.75%
Total	7,098		32.91%	7,021		38.47%

Source: Sherman Economic Development Corporation and U.S. Census Bureau

* City of Sherman employment number as listed in the approved FY2023-2024 Annual Budget.

CITY OF SHERMAN, TEXAS

FULLTIME EQUIVALENT CITY GOVERNMENT EMPLOYEES
BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

Function/Program	2014	2015	2016	2017	2018
General government					
Management services	3	3	5	5	5
Public records	2	2	2	2	3
Legal services	2	2	2	1	1
Financial services	6	6	7	7	7
Human resources	3	3	3	4	4
Engineering	7	8	8	9	8
Law enforcement	68	68	68	72	72
Fire and ambulance	78	78	78	81	81
Municipal court	-	-	-	2	2
Emergency management	-	-	-	-	-
Animal services	7	7	7	7	7
Public safety support	25	25	25	23	23
Building and zoning	6	6	6	6	6
Street maintenance	24	23	23	23	25
Environmental code	2	2	2	2	3
Building maintenance	9	9	8	9	9
Cemetery services	6	6	7	7	7
Parks and recreation	6	5	6	6	6
Grounds maintenance	16	16	16	16	16
Glennie O. Ham Center	-	-	-	-	-
Library services	11	11	11	11	11
Neighborhood services	1	1	1	2	2
Senior citizens center	2	2	2	2	2
Fire safety support	2	2	-	-	-
Utility Fund					
Utility administration	1	1	1	1	1
Utility billing/customer service	11	12	12	12	12
Production services	18	18	18	22	22
Pump maintenance	4	4	4	4	4
Collection and distribution	16	16	16	20	20
Infiltration and inflow	1	1	1	1	1
Treatment services	12	12	12	14	14
Laboratory	6	6	7	6	6
Industrial pretreatment	4	4	4	4	4
Water quality	-	1	1	1	1
Solid waste fund					
Residential	15	15	15	14	13
Commercial	12	12	12	12	12
Recycling	3	3	3	2	2
Solid waste administration	-	-	-	2	2
Other					
Information technology	5	5	6	6	6
Equipment services	13	13	12	11	13
Tourism	1	2	2	2	2
Stormwater services	-	-	-	-	-
Total	408	410	413	431	435

Source: City of Sherman Annual Operating Budget Report

2019	2020	2021	2022	2023
5	5	5	5	6
3	3	3	3	3
1	1	1	1	1
7	8	8	8	8
4	4	4	4	5
8	9	9	11	11
73	74	74	75	77
86	86	86	86	94
3	3	3	3	3
1	1	1	1	1
8	8	8	8	8
23	24	24	24	25
7	7	7	11	13
25	25	25	25	33
4	4	4	4	4
10	10	10	10	10
7	7	7	8	8
6	6	6	6	6
18	21	21	21	24
-	-	-	-	-
12	10	10	10	10
1	4	4	4	4
2	2	2	2	2
1	2	2	2	2
1	1	1	1	1
12	12	12	12	13
22	22	23	24	24
4	4	4	4	4
20	20	20	20	24
1	1	1	2	2
14	14	14	14	15
6	6	6	6	6
4	4	4	4	5
2	2	4	3	5
14	19	19	20	20
13	8	8	8	8
2	1	1	-	-
2	4	4	4	4
7	7	7	9	10
12	13	13	14	14
3	3	3	3	3
2	2	2	2	2
456	467	470	482	518

CITY OF SHERMAN, TEXAS

OPERATING INDICATORS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

Function/Program	2014	2015	2016	2017
Police				
Physical arrests	1,677	1,767	1,586	1,501
Calls for service	18,437	20,555	38,123	37,131
Traffic violations	3,759	4,451	4,314	5,184
Fire				
Number of calls answered	6,013	6,469	6,769	7,614
Inspections	2,074	3,233	797	920
Planning and Zoning				
Number of residentail units	596	426	456	537
Value of residential units	$ 22,730,051	$ 22,440,786	$ 21,059,304	$ 30,613,815
Number of commercial units	134	85	81	94
Value of commercial units	$ 24,715,785	$ 15,076,638	$ 17,757,185	$ 34,571,628
Highways and streets				
Street resurfacing (miles)	18	13	15	15
Potholes repaired	299	1,183	433	285
Sanitation				
Refuse collected (tons/day)	161	160	177	179
Recyclables collected (tons/day)	16	12	12	10
Culture and recreation				
Athletic field permits issued	3,851	2,962	2,788	3,047
Community center admissions	8,644	5,168	4,890	4,123
Water				
New connections	2,693	2,846	2,948	2,963
Water mains breaks	190*	187	120	219
Average daily consumption (thousands of gallons)	8	5	8	8
Wastewater				
Average daily sewage treatment (thousands of gallons)	6,440	9,630	8,280	6,860

Source: Various City departments
Estimates used if actual number not available

* Data unavailable in accordance with Texas House Bill 852

2018	2019	2020	2021	2022	2023
1,654	1,550	1,283	1,565	1,850	1,784
37,673	39,405	32,282	32,102	33,388	36,237
5,893	9,741	5,872	7,327	7,845	11,541
7,246	7,392	7,750	7,262	8,856	8,465
587	1,225	1,272	1,376	1,122	1,710
530	594	867	857	1,294	3,203
$ 50,276,674	$ 38,735,406	*	*	*	*
126	111	80	89	112	216
$ 46,020,156	$ 170,534,915	$ 18,986,845	$ 45,456,608	$ 67,307,332	$ 80,543,658
15	5	10	11	10	18
609	463	567	770	1,281	1,494
213	254	310	266	178	253
9	7	1	-	-	-
2,946	3,004	1,079	2,026	2,480	2,228
3,989	3,997	761	966	1,247	1,345
3,035	3,140	3,350	3,182	3,593	3,855
213	231	174	349	272	342
8	8	8	8	9	10
7,780	8,730	8,590	8,250	7,705	8,089

CITY OF SHERMAN, TEXAS

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

Function/Program	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Public safety										
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol units	17	17	21	17	20	18	21	19	26	26
Fire stations	5	5	5	5	5	5	5	5	5	5
Sanitation										
Collection trucks	38	40	43	38	43	46	47	49	46	49
Highways and streets										
Streets(miles)	212	242	231	260	265	265	265	265	280	280
Streetlights	3,049	3,049	3,049	3,049	3,049	3,049	3,049	3,067	3,067	3,177
Traffic signals	84	84	84	84	85	85	85	85	85	85
Culture and recreation										
Parks and acreage	414	414	440	440	452	452	452	452	452	454
Swimming pools	1	1	1	1	1	1	1	1	1	1
Tennis courts	4	4	4	4	4	4	4	4	4	4
Community centers	2	2	2	2	2	2	2	2	2	2
Water										
Water mains (miles)	280*	239	294	300	302	308	311	314	320	335
Fire hydrants	1782*	1,806	1,844	1,889	1,908	1,962	1,977	2,000	2,069	2,069
Maximum daily capacity (thousands of gallons)	23,319	23,419	24,151	21,864	23,032	23,000	33,419	33,250	28,000	28,000
Sewer										
Sanitary sewers (miles)	240	240	246	250	250	253	255	256	261	291
Storm sewers (miles)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum daily capacity (thousands of gallons)	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000

Source: Various City departments
*Estimates used if actual number not available

2024
Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	8	8	9	10
12	13	13	14	15	16	17
18	19	20	22	22	23	24
25	26	27	28	29		

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	6	7	6	7	8
9	10	11	12	13	14	15
16	17	18	19	~~20~~	~~21~~	22
23	24	25	26	27	28	29
30						

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/19/2024	Budget Planning Meeting
5/23/2024	CIP Work Session
~~6/20/2024~~	Budget Workshop Day 1
~~6/21/2024~~	Budget Workshop Day 2